

IN THE SUPREME COURT OF THE STATE OF NEVADA

MMAWC, LLC, a Nevada limited liability company; BRUCE DEIFIK, an individual; and NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP, a Colorado limited liability partnership,

Appellants

v.

ZION WOOD OBI WAN TRUST and SHAWN WRIGHT as trustee of ZION WOOD OBI WAN TRUST; WSOF GLOBAL, LLC, a Wyoming limited liability company,

Respondents.

APPEAL No. 75596

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Aug 15 2018 11:15 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Eighth Judicial District Court
Case No. A-17-764118-C

APPELLANTS' APPENDIX
Volume 1 (part 3) of 2

Attorney For Appellants:

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EXHIBIT “B”

WSOF GLOBAL LLC

[New Search](#)[Manage this Business](#)[Calculate List Fees](#)[Printer Friendly](#)

Business Entity Information

Status:	Active	File Date:	2/2/2018
Type:	Foreign Limited-Liability Company	Entity Number:	E0059212018-8
Qualifying State:	WY	List of Officers Due:	2/28/2019
Managed By:		Expiration Date:	
NV Business ID:	NV20181086427	Business License Exp:	2/28/2019

Registered Agent Information

Name:	MACK STEELE	Address 1:	3275 S JONES BLVD
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89146
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

[View all business entities under this registered agent](#)

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
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No stock records found for this company

Officers



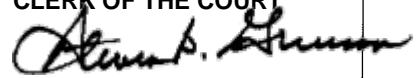
Include Inactive Officers

Manager - SHAWN WRIGHT

Address 1:	3275 S JONES BLVD #104	Address 2:	
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City:	LAS VEGAS	State:	NV
Zip Code:	89146	Country:	
Status:	Active	Email:	

Actions\Amendments
Click here to view 2 actions\amendments associated with this company



RPLY
BLACK & LOBELLO
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DISTRICT COURT

CLARK COUNTY, NEVADA

ZION WOOD OBI WAN TRUST and SHAWN
WRIGHT as trustee of ZION WOOD OBI WAN
TRUST; WSOFF GLOBAL, LLC, a Wyoming
limited liability company,

Plaintiffs,

v.

MMAWC, LLC d/b/a WORLD SERIES OF
FIGHTING a Nevada limited liability company;
MMAX INVESTMENT PARTNERS, INC. dba
PROFESSIONAL FIGHTERS LEAGUE, a
Delaware corporation; BRUCE DEIFIK, an
individual; CARLOS SILVA, an individual;
NANCY AND BRUCE DEIFIK FAMILY
PARTNERSHIP LLLP, a Colorado limited
liability partnership; KEITH REDMOND, an
individual; DOES I through X, inclusive; and
ROE Corporations XX through XXX, inclusive,

Defendants.

CASE NO.: A-17-764118-C
DISTRICT COURT DEPT: 27

**REPLY IN SUPPORT OF MOTION TO
DISMISS COMPLAINT AND TO
COMPEL ARBITRATION**

Date: February 21, 2018
Time: 9:00 a.m.

Plaintiffs do not dispute their claims are subject to arbitration. Instead, Plaintiffs argue the subject Arbitration clause is somehow void under NRS 597.995 because they purportedly did not specifically authorize it. As demonstrated below, Plaintiffs not only expressly authorized the Arbitration clause, they participated in drafting it. Accordingly, the Court should dismiss the Complaint and compel the mutually agreed, authorized and drafted Arbitration.

I. The Arbitration Clause Was Negotiated, Jointly Drafted & Authorized By Defendants And Does Not Violate NRS 597.995

Plaintiffs' argument that their claims are somehow not subject to the Arbitration provision in the Licensing Agreement (Mot. Ex. 4) is unreasonable. Their claim that the Arbitration provision is somehow void because they did not "specifically authorized" it per NRS 597.995 is particularly mendacious. The Licensing Agreement, and its Arbitration provision, were negotiated and jointly drafted by Plaintiff Global, Global's predecessor, Global's controlling individuals, and their counsel.

The Licensing Agreement was entered into just two years ago, on February 19, 2016, between MMAWC and Global's predecessor, WSOF Global Limited.¹ The Licensing Agreement was initially drafted by WSOF Global Limited's counsel, Byron Thomas, Esq., in late January 2016. Mr. Thomas is also counsel of record of plaintiffs Global and Zion in the above-captioned matter. On January 26, 2016, counsel for MMAWC, Christopher Childs, Esq. responded to Mr. Thomas with several edits to Mr. Thomas' initial draft. Included in such edits was the addition of the Arbitration clause at Paragraph 18 of the Licensing Agreement. In addition to Mr. Thomas, his client and Zion's control person (Vince Hesser)² were also included among the recipients of Mr. Childs' January 26, 2016, response and inclusion of the Arbitration clause. Mr. Childs' January 26 response further confirms the conference call scheduled among the parties to discuss the Licensing Agreement, and various related documents, stating:

Christopher Childs <chris@childswatson.com>
To: Vince Hesser <vincehesser@yahoo.com>, "Antony M. Santos" <tony@amsantoslaw.com>, Byron Thomas <byronthomaslaw@gmail.com>
Cc: Keith Redmond <keithredmond@mac.com>, Carlos Silva <carlos@wsf.com>, Bruce Deifik <bruce@integprop.com>, Max Couvillier <mcouvillier@blacklobellolaw.com>
Tue, Jan 26, 2016 at 11:55 AM

Gentlemen,

Attached is a redline of the license against the last draft that Byron sent me. Although I have reviewed the document you proposed with Keith Redmond, I have not had the chance to review it in detail with Carlos Silva or Bruce Deifik. Hopefully the attached draft and redline help move along our 1:30 toward a resolution.

Please use the following dial-in information for the call:

Dial in: 760-569-7171
Access Code: 207 555 532

Thank you,
Chris

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

¹ According to Plaintiffs, Global's successor is WSOF Global Limited. *See 11/3/17 Compl. at ¶50.*

² *See 11/3/17 Compl. at ¶5.*

See Exhibit 5 at p. 1, which is a true and correct copy of Mr. Childs' email of January 26, 2016.³

The addition of the Arbitration was prominently identified in distinctive blue, underlined font that stood apart from the original text drafted by Mr. Thomas:

18. Arbitration. MMA and Consultant agree that any dispute, controversy, claim or causes of action whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Master License (as amended hereby), which cannot be amicably resolved by the parties, shall be resolved by binding arbitration in accordance with the provisions of this Section 18. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable State of Nevada arbitration statute. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. If any party commences litigation in violation of this Section 18, or refuses or neglects to timely submit to arbitration in accordance with this Section, then such party shall reimburse the other party(s) for costs and expenses, including reasonable attorney's fees: (1) incurred in seeking abatement or dismissal of such litigation; and/or (2) incurred in judicially compelling arbitration. However, the foregoing does not preclude a party from seeking emergency relief, including injunctive relief, from a court of competent jurisdiction and the prosecution of a request for such emergency relief will not be deemed a breach or waiver of the provisions contained herein.

See Exhibit 5 at page 13.

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³ MMAWC's motion primarily challenges subject matter jurisdiction and seeks dismissal based on the parties' mutually agreed Arbitration agreement and thus, the Court may properly consider the emails exchanged with Plaintiffs' counsel, Mr. Thomas, without converting MMAWC's motion to dismiss into a motion for summary judgment. "In a motion to dismiss based primarily on lack of subject matter jurisdiction... the Court may receive, among other forms of competent evidence, affidavits to resolve any factual dispute. The consideration of such evidence does not convert a motion to dismiss into one for summary judgment." *Sudano v. Fed. Airports Corp.*, 699 F. Supp. 824, 825-26 (D. Haw. 1988)(citing *Biotics Research Corp. v. Heckler*, 710 F.2d 1375, 1379 (9th Cir.1983); *Nat'l Expositions, Inc. v. DuBois*, 605 F.Supp. 1206, 1207-8 n. 2 (W.D.Pa.1985). Attached as Exhibit 8 is a Declaration from Christopher Childs authenticating Exhibits 5, 6 and 7.

Mr. Thomas responded to Mr. Childs' revision on January 29, 2016. In his email, Mr. Thomas stated that: (a) his clients had reviewed Mr. Childs' January 26 draft of the Licensing Agreement (which included the Arbitration clause); and (b) he had some changes to the revised draft:

Byron Thomas <byronthomaslaw@gmail.com>

Fri, Jan 29, 2016 at 6:03 PM

To: Christopher Childs <chris@childswatson.com>, Max Couvillier <mcouvillier@blacklobellolaw.com>

Chris it has taken longer to get this done than I thought. My clients are giving it one more look over, but I want to get something to you today.

3 attachments

2Operating Agreement of MMAWC (4th AR) 012716a.docx
141K

2Amendment to Consulting and License Agrmt 012816redline.docx
34K

2Settlement Agreement 012816red.docx
47K

See Exhibit 6 at p. 1, which is a true and correct copy of Mr. Thomas' email of January 29, 2016.

Neither Mr. Thomas nor his clients objected to the Arbitration clause; nor expressed any concerns that the clause did not comply with NRS 597.995 or was otherwise unenforceable. On the contrary, Mr. Thomas made edited the Arbitration Provision to, ironically, broadened the scope of the Arbitration provision:

18. **Arbitration.** MMA and Consultant agree that any dispute, controversy, claim, unresolved breach or any other causes of action whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Master License (as amended hereby), which cannot be amicably resolved by the parties, shall be resolved by binding arbitration in accordance with the provisions of this Section 18. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable State of Nevada arbitration statute. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. If any party commences litigation in violation of this Section 18, or refuses or neglects to timely submit to arbitration in accordance with this Section, then such party shall reimburse the other party(s) for costs and expenses, including reasonable attorney's fees: (1) incurred in seeking abatement or dismissal of such litigation; and/or (2) incurred in judicially compelling arbitration. However, the foregoing does not preclude a party from seeking emergency relief, including injunctive relief, from a court of competent jurisdiction and the prosecution of a request for such emergency relief will not be deemed a breach or waiver of the provisions contained herein.

[signature page follows]

See Exhibit 6 at p. 12.

On February 10, 2016, Mr. Thomas confirmed that his clients, including WSOF Global Limited, accepted the revised Licensing Agreement, including the Arbitration clause:

On Wed, Feb 10, 2016 at 12:09 PM, Byron Thomas

<byronthomaslaw@gmail.com> wrote:

Hello Chris. Have you guys had a chance to look at the documents? I know there was a delay on our part in getting them back to you, but we pretty much accepted all of Chris's changes from his last version, so I thought we would get this done in a day or so. If that is not going to happen please let me know. Deadlines in the litigation were pushed out until this Friday and I need to know if we are back in litigation [sic] mode. Thanks.

See Exhibit 7 at p. 2, which is a true and correct copy of Mr. Thomas' email of February 10, 2016.

Shortly thereafter, the Licensing Agreement was signed by Shawn Wright on behalf of WSOF Global Limited, as President of WSOF Global Limited. Mr. Wright is also the Managing Member of plaintiff Global (*Plts.' Oppn. at Exhibit B*) and the control person and trustee of plaintiff Zion (*11/3/17 Compl. at ¶5*).

To the extent that NRS 597.995 could have any application here (which it does not, *see infra.*), there is absolutely no reasonable doubt that that Plaintiffs were given notice and specifically authorized and agreed to the Arbitration provision in the Licensing Agreement as otherwise required by NRS 597.995. Global (and Mr. Wright) were not only represented by Attorney Thomas in negotiating the Licensing Agreement and Arbitration clause, but Attorney Thomas himself jointly drafted the Licensing Agreement and a part of the Arbitration clause.

II. NRS 597.995 Violates The Federal Arbitration Act And Does Not Preclude Arbitration Of Plaintiffs' Claims

In *Fat Hat, LLC v. DiTerlizzi* – relied on by Plaintiffs – the Nevada Supreme Court alluded to the fact that NRS 597.995 violates the Federal Arbitration Act:

Fat Hat makes no argument that the Federal Arbitration Act, 9 U.S.C. § 1, et seq., applies. We therefore do not address NRS

597.995's validity or application under the FAA. *But see Doctor's Associates, Inc. v. Casarotto*, 517 U.S. 681, 683 (1996).

Id., 385 P.3d 580, 2016 WL 5800335 *1, n. 1 (Nev. 2016).

The Nevada Supreme Court is indeed correct, NRS 597.995 is displaced and preempted by the Federal Arbitration Act ("FAA"), 9 U.S.C. §1 *et seq.* Section 2 of the FAA provides:

A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, **shall be valid, irrevocable, and enforceable**, save upon such grounds as exist at law or in equity for the revocation of any contract.

Id. (emphasis added).

In *Doctor's Assocs., Inc. v. Casarotto*, 517 U.S. 681, 116 S. Ct. 1652 (1996), the authority cited by the Nevada Supreme Court in *Fat Hat*, the U.S. Supreme Court determined that the FAA applies to state courts and trumps any state statute (like NRS 597.995) which single out arbitration provisions to void them in otherwise valid contracts. Specifically, the U.S. Supreme Court commands that "the FAA applies in state as well as federal courts and "withdr[aws] the power of the states to require a judicial forum for the resolution of claims which the contracting parties agreed to resolve by arbitration." *Doctor's Assocs., Inc.*, 517 U.S. at 684, 116 S. Ct. at 1655 (internal quotations omitted)(citing *Southland Corp. v. Keating*, 465 U.S. 1, 12, 104 S.Ct. 852, 859 (1984)). Thus, the U.S. Supreme Court further commands that, per the FAA, "Courts may not ... invalidate arbitration agreements under state laws applicable only to arbitration provisions." *Doctor's Assocs., Inc.*, 517 U.S. at 687, 116 S. Ct. at 1656. And here NRS 597.995 applies only to arbitration provisions and is therefore displaced and preempted by the FAA.

A main problem with NRS 597.995 is that it places arbitration clauses on an unequal footing vis-à-vis other contract provisions and settled contract law, giving arbitration provisions "suspect status." The U.S. Supreme Court reasons:

States may regulate contracts, including arbitration clauses, under

1 general contract law principles and they may invalidate an
2 arbitration clause upon such grounds as exist at law or in equity for
3 the revocation of any contract..... *What States may not do is*
4 *decide that a contract is fair enough to enforce all its basic terms*
5 *(price, service, credit), but not fair enough to enforce its*
6 *arbitration clause. The Act makes any such state policy unlawful,*
7 *for that kind of policy would place arbitration clauses on an*
8 *unequal footing, directly contrary to the Act's language and*
9 *Congress's intent.*

10 *Doctor's Assocs., Inc.*, 517 U.S. at 685–86, 116 S. Ct. at 1655 (emphasis added)(*quoting Allied-*
11 *Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 281, 115 S.Ct. 834, 843 (1995)).

12 Therefore, NRS 597.995 does not preclude the Court from enforcing the parties' jointly
13 negotiated, authorized and drafted Arbitration clause and dismissing Plaintiffs' Complaint in its
14 entirety.

15 **III. In Addition to Being Subject To Arbitration, Plaintiffs' Claims For Unjust**
16 **Enrichment, Alter Ego and RICO Are Insufficient.**

17 Because Plaintiffs claims are subject to Arbitration, respectfully it is the Arbitrator who
18 should determine whether Plaintiffs have sufficiently stated their claims. Notwithstanding, the
19 Plaintiffs' remaining claims for alter ego, RICO and unjust enrichment are (independent of the
20 mandatory Arbitration) insufficiently pled to state a claim or legally barred.

21 **A. The Heightened Standard For A Claim Of Alter Ego Is Consistent With**
22 **Nevada Law & Plaintiffs Failed To State A Claim Of Alter Ego**

23 Plaintiffs' arguments that alter ego pleading is not subject to particularity and that the
24 federal authorities cited by MMAWC in its motion are somehow contrary to Nevada law are
25 wrong. The Nevada Supreme Court has time and again emphasized that "[t]he corporate cloak
26 is not lightly thrown aside" and that the alter ego doctrine is an exception to the general rule
27 recognizing corporate independence." *LFC Mktg. Grp., Inc. v. Loomis*, 116 Nev. 896, 903–04, 8
28 P.3d 841, 846 (2000)(*quoting Baer v. Amos J. Walker, Inc.*, 85 Nev. 219, 220, 452 P.2d 916, 916
(1969)). To that end, an alter ego exists only "in those limited instances where the *particular*
facts and equities show the existence of an alter ego relationship and require that the corporate

1 fiction be ignored so that justice may be promoted.” *LFC Mktg. Grp., Inc.*, 116 Nev. at 904, 8
2 P.3d at 846 (emphasis added). As MMAWC demonstrated in its Motion to Dismiss, Plaintiffs
3 did not plead the “particular facts” showing the existence of an alter ego relationship.

4 **B. Plaintiffs' Allegations Do Not Meet *Rocker***

5 It is not that Plaintiffs just failed to sufficiently plead the underlying fraud, they also
6 failed to plead the requisite predicate acts and failed to meet *Rocker*.

7 As to the underlying purported fraud, Plaintiffs did not meet *Rocker* safe-harbor
8 provisions. In order to obtain the *Rocker* relaxed fraud standard and discovery, a plaintiff must”
9 (1) allege sufficient “facts supporting a strong inference of fraud”; (2) must aver that a relaxed
10 fraud standard is appropriate; and (3) “show in his complaint that he cannot plead with more
11 particularity because the required information is in the defendant's possession.” *Rocker v.*
12 *KPMG LLP*, 122 Nev. 1185, 1195, 148 P.3d 703, 709 (2006)⁴(abrogated on other grounds by
13 *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 181 P.3d 670 (2008))⁵.

14 As MMAWC demonstrated in its Motion to Dismiss, Plaintiffs failed to allege the
15 requisite “*specific facts* giving rise to an inference of fraud.” Instead, Plaintiffs’ allege a general
16 “fraudulent scheme designed to defraud Plaintiffs of money or property” (*see 11/3/17 Complaint*
17 *at ¶161*), which does not meet the first element of *Rocker*. Plaintiffs also failed to meet the
18 second element of *Rocker* because they did not aver in their Complaint that a relaxed fraud
19 standard is appropriate. Accordingly, Plaintiffs’ claim of a “fraudulent scheme” does not meet
20 the *Rocker* standards and cannot support a claim for RICO.

21 More importantly, Plaintiffs RICO claim fails because Plaintiffs did not sufficiently
22

23 ⁴ “In addition to requiring that the plaintiff state facts supporting a strong inference of fraud, we add the
24 additional requirements that the plaintiff must aver that this relaxed standard is appropriate and show in
his complaint that he cannot plead with more particularity because the required information is in the
defendant's possession.” *Rocker*, 122 Nev. at 1195, 148 P.3d at 709.

25 ⁵ Coincidentally, while Plaintiffs cavalierly argued that a heightened pleading is somehow inapplicable to
26 alter ego claims because the cases cited by MMAWC in its motion are based on federal pleading
authorities, which Nevada courts purportedly do not follow (*See Plts. ' Opp'n at p.5*), the *Rocker* pleading
27 standard for fraud which Plaintiffs argue applies was adopted by the Nevada Supreme Court from federal
authority. *See Rocker*, 122 Nev. at 1193 n. 16 (adopting the pleading standard set forth in *Neubronner v.*
28 *Milken*, 6 F.3d 666, 672 (9th Cir.1993)).

1 allege, with specificity: (a) “at least two crimes related to racketeering”; (b) “that have the same
2 or similar pattern, intents, results, accomplices, victims or methods of commission; or (c) “are
3 otherwise interrelated by distinguishing characteristics and are not isolated incidents.” *See* NRS
4 207.390; *Hale v. Burkhardt*, 104 Nev. 632, 637, 764 P.2d 866 (1988)(RICO claims require
5 specificity).

6 **C. Plaintiffs’ Tenth Claim for Unjust Enrichment**

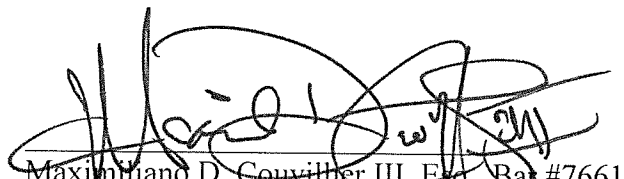
7 Plaintiffs argue that their claim for unjust enrichment is an alternative to their contract
8 claims. But that argument is ultimately of no consequence and does not impede dismissal. As
9 an “alternative” to their contract claims, which are subject to arbitration, Plaintiffs’ unjust
10 enrichment claim is also subject to Arbitration. Indeed, it was Global’s counsel who broadened
11 the scope of the Arbitration provision to reach “any other causes of action” related in any way to
12 the Parties’ contracts at issue here. *See Exhibit 6* at p. 12. ⁶ Therefore, the Court should dismiss
13 Plaintiffs’ tenth claim for unjust enrichment along with the Complaint as a whole.

14 **III. CONCLUSION**

15 For the foregoing reasons, the Court should grant MMAWC’s Motion, dismiss the
16 Complaint and compel Arbitration.

17 DATED this 15th day of February 2018.

18
19 **BLACK & LOBELLO**

20
21 
22 Maximiliano D. Couvillier III Esq., Bar #7661
23 mcouvillier@blacklobello.law
24 Attorneys for Defendant MMAWC, L.L.C.

25
26 ⁶ Again, the Plaintiffs’ agree that the terms of the Licensing Agreement, including Arbitration, were
27 incorporated and integrated into the Settlement Agreement *See e.g., 11/3/17 Complaint ¶110* (alleging
28 that the Defendants “breached the Settlement Agreement....by breaching the terms of the Licensing
Agreement...”).

CERTIFICATE OF SERVICE

I certify that on February 15, 2018, I electronically filed the foregoing **REPLY IN SUPPORT OF MOTION TO DISMISS AND TO COMPEL ARBITRATION** with the Court's electronic filing and service system, which provides electronic service to the following registered users:

Byron Thomas, Esq. (Bar 8906)
3275 S. Jones Blvd., Ste. 104
Las Vegas, NV 89146
Byronthomaslaw@gmail.com

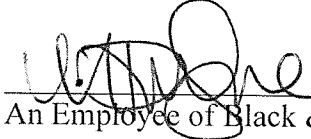

An Employee of Black & LoBello

EXHIBIT 5

Christopher Childs <chris@childswatson.com>

**AMENDMENT TO
CONSULTING AND MASTER LICENSING AGREEMENT**

This AMENDMENT TO CONSULTING AND MASTER LICENSE AGREEMENT (the "Amendment") is entered into as of January __, 2016 ("Effective Date") between MMAWC L.L.C., a Nevada limited liability company ("MMA"), and WSOF ~~GLOBAL~~Global Limited, a Hong Kong company ("Consultant") (each a "Party" and collectively the "Parties").

Recitals¹

WHEREAS, Vincent Hesser and MMA entered into that certain Consulting and Master Licensing Agreement dated October 15, 2012 ("Master License");

WHEREAS, prior to the date hereof, Vincent Hesser assigned all of his rights in and interest to the Master License to Consultant;

WHEREAS, the Master License was additional consideration for the initial member capital investment from Zion Wood OB Wan Trust into MMA;

WHEREAS, the Master License provides that all modifications must be in writing and signed by the parties; and

WHEREAS, in connection with the settlement of certain disputes between MMA and Consultant, MMA and Consultant desire to amend the Master License as set forth in this Amendment;

Amendments to the Master License

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Parties agree to modify the Master License as follows:

1. Licensed Rights and Geographical Scope of License.

1.1. MMA confirms that it grants to Consultant the ~~exclusive~~ right to use the Licensed Marks in conjunction with a Permitted Designation in connection with the Licensed Use during the term set out in the Master License (as amended hereby) in compliance with the terms and conditions set out in the Master License (as amended hereby). MMA reserves all rights not expressly granted in the Master License (as amended hereby). Consultant shall comply with all requirements reasonably established by MMA in connection with use of the

¹ The recitals and any footnotes contained in this Agreement are an integral part of this Agreement.

~~Licensed Marks, including, without limitation, use of TM or ®. Consultant acknowledges that MMA is the owner of all right, title and interest in and to the Licensed Marks to the extent that said mark(s) was/were licensed by the United States Patent and Trademark Office (USPTO) in the United States alone and in connection with any Permitted Designation. Consultant shall not acquire any trademark rights in the United States related to the Licensed Marks. Notwithstanding Consultant shall be afforded the right to use said marks as licensed by the USPTO in any Licensed Marks alone or in connection with any Permitted Designation. Consultant shall not alter, amend, or combine the Licensed Marks with any other mark except any Permitted Designation. Consultant shall ensure that it uses the Licensed Marks with Permitted Designations only in connection with Licensed Use and the Licensed Events and in compliance with the applicable rules and regulations of the State of Nevada for MMA fights and standards for product and broadcast established by MMA's Broadcast Partner. Consultant shall be permitted to use the Licensed Marks with Permitted Designations in the manner and as contemplated by the CONSULTING AND MASTER LICENSING AGREEMENT (as amended hereby). Consultant may seek and secure trademark licensing rights for the Permitted Designations in any other jurisdictions or territories located with the permitted geographic territories as specified in Paragraph 1.2, below. Master License (as amended hereby).~~

1.2. The Parties agree that the geographic area within which Consultant shall be permitted to use the Licensed Marks for the Licensed Use pursuant to the terms of the Master License (as amended hereby) shall be any part of the world other than North America (including Canada, the United States and its territories and possessions, including, but not limited to, Puerto Rico, Guam, American Samoa, and the U.S. Virgin Islands, and U.S. military bases and installations, and ships at sea), the Islands of the CaribbeanCaribbean Basin, Mexico and the countries that comprise any party of Central America, and South America (the "WSOF Territory"). Consultant shall have no right to license or otherwise promote mixed martial arts under the "World Series of Fighting" brand or any other brand or name within the WSOF Territory ~~except as contemplated by this Agreement.~~

1.3 The Parties agree that although Consultant may enter into sublicenses under the Master License (as amended hereby), Consultant shall not be permitted to transfer or assign the Master License (as amended hereby), other than to an Affiliate, without MMA's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Without limiting the generality of the foregoing, the Parties agree that it shall not be unreasonable for MMA to withhold its consent to any assignment or transfer of Consultant's interest in the Master License (as amended hereby) to Shawn Lampman, to any competitor of MMA, or to any entity or Person who has been convicted of a felony, or any crime of moral turpitude, or is known to associate with any Person who has been convicted of a felony or any crime of moral turpitude. In the event Consultant desires to assign or transfer its rights under the

Master License (as amended hereby), Consultant shall give MMA 10 days prior written notice. If MMA fails to respond within such 10 day period, Consultant shall give MMA a second written notice, and if MMA fails to respond within such second 10-day period, MMA shall be deemed to have consented to such assignment or transfer.

2. Compensation.

2.1. Under the Master License, every event at which Consultant uses the Licensed Marks for the Licensed Use and every sublicense of the Licensed Marks for the Licensed Use negotiated by Consultant is required to contain terms that include payment to ~~Consultant—MMA~~ of a minimum license fee of: 1) 10% of Gross Revenue, or 2) 25% of net profits; ~~and or 3) any other reasonably acceptable negotiated business terms (the "Minimum License Fee")~~. Any. All such Gross Revenues and license fees earned by Consultant through sublicenses or other third-party agreements shall be split 20% to Consultant and 80% to MMA.

~~Any~~ In addition to the foregoing, Consultant shall pay MMA a license fee of the greater of 1) 10% of Gross Revenue, or 2) 25% of net profits for events which Consultant arranges, produces, or promotes. Any such fees payable to MMA, together with a full accounting of the revenue earned and fees paid to Consultant and MMA, shall be paid and proffered to MMA on a quarterly basis to MMA within ten (10) days of the date the revenue or profits are earned by the Consultant or the other counterparty to the agreement.

2.2. Consultant may from time to time participate in the funding of events licensed to third-parties under the Master License (as amended hereby). If Consultant elects to so participate in funding any event, then MMA shall likewise have the right to participate such events up to 50% the amount Consultant elects to fund. Consultant shall provide written notice, not less than 10 business days prior to the date of the event, of Consultant's intent to participate in funding an event, the amount Consultant intends to fund, the anticipated budget for the event, and the financial terms in which Consultant will share (percentage of revenues and other material financial terms) as a result of providing funding for the event. MMA shall have 10 calendar days from receipt of such written notice from Consultant to notify Consultant whether MMA intends to participate in the funding of the event, the amount MMA intends to fund, and to fund such amount by wiring funds to an account designated by Consultant. Time is of the essence, and in the event MMA fails deposit funds within such 10 calendar day period, MMA shall forfeit its right to participate in such event. Any amounts earned by Consultant or MMA under this Section 2.2 are in addition to, and not in lieu of, the amounts set forth in Section 2.1 above. The amounts set forth in Section 2.1 above are in addition to the amount set forth in this Section 2.2.

3. **Events.** The Consultant and MMA agree that from time to time, ~~(not to exceed three~~five (35) events per calendar year), MMA may produce major mixed martial arts events in

the exclusive territory of Consultant (i.e., outside North America, Central America, or South America), upon the following conditions:

3.1. MMA must give Consultant at least 90 days' written notice before putting on an event, which notice shall describe the location of the event and the venue for the event.

3.2. MMA shall be solely responsible for funding any such event.

3.3. MMA shall not hold an event in the location designated in MMA's written notice to Consultant if Consultant advises MMA in writing, within 10 calendar days of Consultant's receipt of MMA's notice, that Consultant has already entered into a license/sublicense for a territory an event in the location MMA desires to hold an event ~~or an~~ and such event has been scheduled by the Consultant.

~~3.4. MMA and CONSULTANT further agree that from time to time (not to exceed three (3) events per calendar year) CONSULTANT may produce major mixed martial arts events in the exclusive territory of MMA (i.e., North America, Central America, or South America), upon the following conditions:~~

~~3.5. CONSULTANT must give MMA at least 90 days' written notice before putting on an event, which notice shall describe the location of the event and the venue for the event.~~

~~3.6. CONSULTANT shall be solely responsible for funding any such event.~~

~~3.7. CONSULTANT shall not hold an event in the location designated in CONSULTANT's written notice to MMA if MMA advises CONSULTANT in writing, within 10 calendar days of MMA's receipt of CONSULTANT's notice, that MMA has already scheduled an event in the location CONSULTANT desires to hold an event and such event has been scheduled by MMA.~~

4. **Website and Social Media.** Consultant may operate one or more websites intended to promote Consultant's ~~business's~~ events outside the WSOE Territory and clearly labeled as the website for Consultant's activities ("Consultant Website" or "Consultant Websites"). The Consultant ~~Website(s)~~ Websites shall include ~~any~~ a disclaimer reasonably sufficient so as to differentiate the Licensed Events from those offered by MMA. The Consultant Website shall include a prominent Link to the <wsof.com> website, and MMA's website shall include a prominent Link to the <wsofge.com> website. Consultant may register and use during the term: social media user names or handles comprised of the Licensed Marks with Permitted Designations for social media (including, without limitation, Facebook, Instagram, YouTube, and Twitter) to promote Consultant's ~~events and business's~~ events and such promotions shall include a disclaimer sufficient to differentiate the Licensed Events from those offered by MMA. Except with respect to Consultant's events, Consultant shall not market, promote or advertise to consumers within the WSOE Territory. If MMA references Consultant or ~~its~~ Consultant's

activities: on MMA's website or social media sites, MMA shall include as part of such references a Link to the <wsogc.com> website.

5. **Prohibited Conduct.** Consultant (including any sub-licensee or other third party with whom Consultant enters into an agreement under the Master License (as amended hereby)) shall not during term of the Master License (as amended hereby) or thereafter: (a) register any trademark, trade name or fictitious name within the WSOF Territory that incorporates the Licensed Marks (with or without any Permitted Designation) or any marks confusingly similar thereto, or without MMA's reasonable approval, register any trademark, trade name or fictitious name that incorporates the Licensed Marks (with or without any Permitted Designation) or any marks confusingly similar thereto ~~within~~ outside of the WSOF Territory ; (b) ~~register or use any domain name in any generic Top Level Domain containing the Licensed Marks (with or without any Permitted Designation) or any marks confusingly similar thereto, except domain names approved by MMA;~~ (c) ~~register any user name, handle or social media designation containing the Licensed Marks or any marks confusingly similar thereto with any social media or video sharing website except as provided in Paragraph 4;~~ (d) ~~use the Licensed Marks in any manner that has or may have a negative impact on MMA, MMA's reputation, or the goodwill represented by the Licensed Marks;~~ (e) ~~act as a representative or agent of MMA or engage in any conduct that would imply to any third party that Consultant is an agent or representative of MMA;~~ or (e) ~~interfere or attempt to interfere with any contract or business relationship between MMA and any third party; and (d) MMA shall not interfere or attempt to interfere with any contract or business relationship between Consultant~~ MMA and any third party. The Parties acknowledge that an application for registration with the US patent and trademark office (the "USPTO") for the trademark "WSOF Global" has been filed by Consultant. Consultant shall abandon ~~Consultant's such application~~. MMA acknowledges that Consultant's right to use the trademark "WSOF Global", and the other Licensed Marks, outside the WSOF Territory is part of the rights licensed under the Master License (as amended hereby). Furthermore, the Parties acknowledge that any trademarks, tradenames, or fictitious names registered by Consultant (reasonably approved by MMA) outside the WSOF Territory that incorporate the Licensed Marks (with or without any Permitted Designation) are the property of MMA (and all such registrations revert to and shall be assigned to MMA upon termination of the Master License), but are part of the rights licensed under the Master License (as amended hereby). MMA shall not interfere or attempt to interfere with any contract or business relationship between Consultant and any third party.

6. **Enforcement of Rights in the Licensed Marks.** Consultant shall not take any action to enforce rights in the Licensed Marks including, but not limited to, initiating opposition and cancellation proceedings and filing civil actions for infringement of rights in the Licensed Marks, unless Consultant obtains the prior written consent of MMA, which shall not be

unreasonably withheld, conditioned, or delayed. In the event Consultant desires to enforce rights in the Licensed Marks, Consultant shall give MMA 10 business days prior written notice. If MMA fails to respond within such 10- business day period, MMA shall be deemed to have consented to Consultant enforcing rights in the Licensed Marks in a manner consistent with such written notice from Consultant to MMA. In the event that MMA authorizes Consultant to take action to enforce rights in the Licensed Marks, MMA may impose reasonable conditions for doing so, including, but not limited to, requiring Consultant to: (a) take such action in its own name and not in the name of MMA; ~~and (b) indemnify and hold MMA harmless for any attorneys' fees or costs that MMA incurs in connection with the enforcement action or as the result of any loss of rights in the Licensed Marks; and (c) obtain approval from MMA before entering into any settlement or agreement involving the Licensed Marks, which cannot approval shall not be~~ unreasonably withheld.

7. **Breach.** In the event that Consultant materially breaches the Master License (as amended hereby), MMA shall provide Consultant with written notice of the breach. Material breach shall include, but is not limited to: (a) failure to timely pay ~~material amounts~~ any amount due and owing to MMA; ~~or~~ and (b) use of any of the Licensed Marks within the WSOF Territory ~~except as otherwise provided for by the Consulting and Master Licensing Agreement as amended hereby.~~ — Consultant shall have thirty (30) ~~business days~~ to cure any material breach. If Consultant fails to timely cure the material breach, MMA may terminate this License on written notice to Consultant. This License shall automatically terminate if Consultant files a petition in bankruptcy, is adjudicated a bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a petition in bankruptcy is filed against it or it becomes insolvent or makes an assignment for the benefit of its creditors or a custodian, receiver, or trustee is appointed for all or a substantial portion of its business or assets.

In the event that MMA materially breaches the ~~Consulting and Master License Agreement~~ (as amended hereby), Consultant shall provide MMA with written notice of the breach. MMA shall have thirty (30) ~~business days~~ to cure any material breach. If MMA fails to timely cure the material breach, Consultant may terminate this License on written notice to MMA.

~~In the event of a non-cured material breach, or an unresolved dispute, both parties agree to submit to arbitration as follows:~~

~~Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, or breach thereof, including whether the claims asserted are subject to arbitration will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of three arbitrators. The place of arbitration will be in the State of Nevada, Clark County. The language to be used in the arbitral~~

~~proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.~~

8. ~~**Term and Effect of Expiration.** The term of the Master License shall be ten (10) years from the date this Amendment is executed ("Initial Term"). Consultant shall have the sole right to extend the Initial Term an additional ten (10) years upon written notice to MMA prior to the expiration of the Initial Term. Upon expiration~~**Effect of Termination.** Upon expiration or termination of this License, Consultant shall immediately: (a) cease use of the Licensed Marks with or without the Permitted Designation except that the Consultant may phase out existing uses for a period of ninety (90) days and (b) assign all domain names containing the Licensed marks to MMA; (c) assign any social media user names or handles containing the Licensed Marks to MMA; and (d) cease holding Consultant out in any way as a Consultant of MMA or engaging in any conduct that may be reasonably construed as indicating any ongoing relationship with MMA. Consultant's obligation to pay fees or amounts to MMA shall continue until fully paid by Consultant. In the event any sublicense agreements are continuing in force and effect upon expiration of this Master License, MMA agrees to continue to pay Consultant any fees and remuneration it would have earned under the terms of the Master License until expiration of said sublicenses.

9. **Notice of Claim or Suit.** Within ten (10) days after receipt of notice of any threatened or asserted claim, demand, suit, judgment, notice of breach, notice of default, or other adverse action of any kind or nature against MMA or Consultant, ~~the other Party~~Consultant, Consultant shall provide MMA with written notice of the foregoing and complete copies of any documents relating thereto. Within ten (10) days after receipt of notice of any threatened or asserted claim, demand, suit, judgment, notice of breach, notice of default, or other adverse action of any kind or nature against MMA related to the Master License (as amended hereby), MMA shall provide Consultant with written notice of the foregoing and complete copies of any documents relating thereto.

10. **Indemnification.** Consultant shall indemnify and defend MMA, its subsidiaries, affiliates and related entities from any claim, loss, damage or demand of any kind or nature arising from or relating to: (a) the Consultant's use of the Licensed Marks with any Permitted Designation outside the scope of the Licensed Use, within the WSOF Territory, or in violation of the Master License (as amended hereby), and (b) any claim, including, but not limited to, claims for personal injury or property damage, arising out of or relating to the Licensed Use or Licensed Events.

MMA shall indemnify and defend Consultant, its subsidiaries, affiliates and related entities from any claim, loss, damage or demand of any kind or nature arising from or relating to any claim, including, but not limited to, (a) MMA's use of the Licensed Marks within the WSOF Territory,

or in violation of the Master License (as amended hereby) and (b) claims for personal injury or property damage, arising out of or relating to MMA's events within the WSOF Territory.

~~11. —Insurance. Consultant shall secure general liability insurance for any events it holds in an amount sufficient to cover reasonably anticipated potential losses or claims or to otherwise comply with any laws or regulations as promulgated by the regulatory authorities in the relevant geographic territories in which said events take place.~~ Insurance. Consultant shall provide MMA with a certificate from its qualified and licensed insurer certifying that Consultant has the following insurance coverage: (i) comprehensive general liability in the minimum amount of Five Million Dollars (\$5,000,000 USD) combined single limit that will cover any and all losses to the property of Consultant or its affiliates, property of third parties, or personal injuries caused by the acts or omissions of Consultant, any employee of Consultant or any contractor engaged by Consultant; and (ii) media liability coverage in the minimum amount of Two Million Dollars (\$2,000,000 USD) combined single limit. The certificate shall also certify that MMA is an additional named insured under the insurance policies, which policies shall include a contractual liability endorsement to cover Consultant's obligations to indemnify MMA hereunder. The certificate shall specifically state that coverage as it pertains to MMA shall be primary regardless of any other coverage which may be available to MMA. Coverage shall be on an occurrence rather than a claims-made basis. The policies shall provide that MMA will be notified of the cancellation or any restrictive amendment of the policies at least fifteen (15) days prior to the effective date of such cancellation or amendment. Consultant shall not violate, or permit to be violated, any conditions of the insurance policies, and Consultant shall at all times satisfy the requirements of the insurance company writing the policies. Consultant shall ensure that all third parties that Consultant contracts with relating to any Licensed Events shall meet the insurance requirements set forth in this paragraph and name MMA as an additional named insured. Consultant shall require each such third party to provide MMA with a certificate of insurance upon MMA's request.

12. Competing Business. Other than the business contemplated by this License and any ownership in MMA, Consultant, its owners, principals, officers, and directors, will not, directly or indirectly, acquire, maintain any interest in, or otherwise participate in any business engaged in operating or promoting MMA events. The foregoing shall not be construed to prohibit Consultant from acquiring stock in any entity that is publicly traded on a United States stock exchange.

13. Choice of Law and Jurisdiction. This License shall be governed by the laws of the State of Nevada without regard to that state's conflict of laws analysis, except with respect to trademark issues, which shall be governed by the Lanham Act. Any action brought by any of the parties to enforce the terms of this License or relating to the subject matter of this License shall be brought in the United States District Court for the District of Nevada in Las Vegas.

Nevada, or, if the court declines to exercise jurisdiction, in state court in Clark County, Nevada. For the purposes of such an action, the parties to this License consent to personal jurisdiction in all courts in the State of Nevada. Failure of any Party at any time to require strict performance of any provision hereof shall not in any manner affect the right of such Party at a later date to enforce the same.

~~13.14.~~ **Counterpart Execution.** To facilitate the execution of this License by the Parties, this License may be executed in subparts. A signature transmitted by facsimile or other electronic means (such as .pdf documents transmitted by email) shall have the same effect as an original signature.

~~14.15.~~ **Definitions.** As used in the Master License (as amended hereby), the following terms have the following meanings:

“Affiliate” means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a specified Person. For the purpose of this definition of Affiliate, the term “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Broadcast Partner” means any network or cable television broadcast partner to whom MMA has licensed or granted, or may in the future license or grant, rights to broadcast or disseminate MMA events produced by MMA. As of the Effective Date, MMA’s main Broadcast Partner is NBC Sports.

“Gross Revenue” means all revenue generated by Consultant relating in any way to the Licensed Marks, the Licensed Use, or the Licensed Events, including, without limitation, revenue from the sale of tickets, merchandise, concessions, advertising, sponsorships, broadcast rights, payments for sponsorship, payments or subsidies from any governmental authority, and any fees relating to the licensing or transmission of Licensed Events by any type of media whether now known or hereafter created (including, but not limited to television, pay per view, on demand, and streaming), and ancillary and related goods, services and events.

“Licensed Marks” means, without limitation, any and all trademarks, service marks, logos, insignias, designs, and all other commercial symbols which MMA now uses or hereafter adopts to identify the source and origin of its goods and services, including but not limited to, WSOF, World Series of Fighting, and any other marks owned or registered by MMA as of the Effective Date or in the future, in the form and format and with the designs or logos indicated by MMA from time to time.

"Licensed Use" means all of the following uses: (1) the organization, production, and hosting of MMA fights in compliance with Nevada rules and regulations ("Licensed Events"); (2) negotiating and entering into contracts with third parties relating to Licensed Events, including, without limitation, venues, fighters, and sponsors; (3) the advertising, marketing and promotion of Licensed Events; (3) the production and use of a "decagon" cage in connection with Licensed Events; (4) the sale of sponsorships associated with Licensed Events; (5) the production, manufacturing and sale of promotional merchandise and concessions directly relating to Licensed Events; (6) the broadcast, filming and distribution rights associated with Licensed Events subject to standards established by MMA's Broadcast Partner; and (7) ~~any and all other additional goods, services and events offered by Consultant~~ subject to the prior written approval of MMA, which approval shall not be unreasonably withheld.

"Permitted Designation" means one or more terms that Consultant must use in connection with the Licensed Marks to distinguish Consultant from MMA. Any Permitted Designation is subject to MMA's reasonable approval. By way of illustration only, a Permitted Designation might, include "Global" or "Asia," such that the Consultant would use "WSOF Global" or "WSOF Asia" to distinguish itself and the source and origin of its goods and services from MMA, provided that MMA approves such designation in its reasonable discretion.

"Person" means a corporation, joint venture, partnership, limited liability partnership, limited partnership, limited liability limited partnership, limited liability company, trust, estate, business trust, association, governmental entity, and any other entity, or a natural person and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires.

~~15-16.~~ **No Other Changes to the Master License.** Except as set forth in this Amendment, the parties agree that the Master License remains unchanged. There are no other modifications to the Master License other than this Amendment, and all other provisions of the Master License remain in full force and effect except as expressly amended herein.

17. Notices. All notices, requests and other communications provided for hereunder shall be in writing (including, unless the context expressly otherwise provides, by facsimile or email transmission, provided that any matter transmitted by facsimile or email shall be following promptly by delivery of a hard copy original thereof) and mailed (by certified mail, return receipt requested), faxed, emailed, or delivered to the following addresses or facsimile numbers:

If to MMA:

MMAWC L.L.C.
c/o Chief Executive Officer
901 N. Green Valley Parkway, Suite 150

Henderson, Nevada 89074
Faeximile: (702) 990-9837
Email:

With a copy to:

Attention: _____
Faeximile: _____
Email: _____

And to:

Childs Watson & Gallagher, PLLC,
770 E. Warm Spring Road, Suite 225
Las Vegas, Nevada 89119
Attention: Christopher R. Childs
Faeximile: (702) 848-4533
Email: chris@childswatson.com

If to Consultant:

WSOF Global Limited

Attention: _____
Faeximile: _____
Email: _____

With a copy to:

Attention: _____
Faeximile: _____
Email: _____

or to such other address or number as shall be designated by such person in a written notice to the other party given in the manner required hereunder. All such notices, requests and communications shall, if transmitted by overnight delivery, be effective when delivered for overnight (next day) delivery on the next business day; or, if transmitted in legible form by email or facsimile machine on or before 5:00 p.m. on a business day, on such day, otherwise the next business day; or if mailed, upon receipt or the first refusal to accept such notice, request or other communication; or if delivered, upon delivery.

18. **Arbitration.** MMA and Consultant agree that any dispute, controversy, claim or causes of action whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Master License (as amended hereby), which cannot be amicably resolved by the parties, shall be resolved by binding arbitration in accordance with the provisions of this Section 18. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable State of Nevada arbitration statute. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. If any party commences litigation in violation of this Section 18, or refuses or neglects to timely submit to arbitration in accordance with this Section, then such party shall reimburse the other party(s) for costs and expenses, including reasonable attorney's fees: (1) incurred in seeking abatement or dismissal of such litigation; and/or (2) incurred in judicially compelling arbitration. However, the foregoing does not preclude a party from seeking emergency relief, including injunctive relief, from a court of competent jurisdiction and the prosecution of a request for such emergency relief will not be deemed a breach or waiver of the provisions contained herein.

[signature page follows]

MMA: _____ CONSULTANT: _____

MMAWC L.L.C., _____ WSOE GLOBAL LIMITED
a Nevada limited liability company _____

Signature _____ Signature _____

Printed Name _____ Printed Name _____

Title _____ Title _____

Date _____ Date _____

~~SIGNATURE PAGE TO FOLLOW~~

~~IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above, to be effective as of said date.~~

MMA
MMAWC L.L.C.,
a Nevada limited liability company

Date: _____

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

CONSULTANT
WSOF GLOBAL

Date: _____

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

Document comparison by Workshare Professional on Tuesday, January 26,
2016 11:52:15 AM

Input:	
Document 1 ID	file://C:\Users\Christopher\Google Drive\Clio\MMAWC, L.L.C. (World Series of Fighting - WSOF)\Vince Hesser\Amendment to License.doc
Description	Amendement to License
Document 2 ID	C:\Users\Christopher\Google Drive\Clio\MMAWC, L.L.C. (World Series of Fighting - WSOF)\Vince Hesser\Amendment to Consulting and License Agrmt 012616.docx
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Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	131
Deletions	105
Moved from	2

Moved to	2
Style change	0
Format changed	0
Total changes	240

EXHIBIT 6

CW&G

Christopher Childs <chris@childswatson.com>

Fwd:


Byron Thomas <byronthomaslaw@gmail.com>


Fri, Jan 29, 2016 at 6:03 PM


To: Christopher Childs <chris@childswatson.com>, Max Couvillier <mcouvillier@blackbellolaw.com>

Chris it has taken longer to get this done than I thought. My clients are giving it one more look over, but I want to get something to you today.

3 attachments

 **2Operating Agreement of MMAWC (4th AR) 012716a.docx**
141K

 **2Amendment to Consulting and License Agrmt 012816redline.docx**
34K

 **2Settlement Agreement 012816red.docx**
47K

**AMENDMENT TO
CONSULTING AND MASTER LICENSING AGREEMENT**

This AMENDMENT TO CONSULTING AND MASTER LICENSE AGREEMENT (the "Amendment") is entered into as of January __, 2016 ("Effective Date") between MMAWC L.L.C., a Nevada limited liability company ("MMA"), and WSOF Global Limited, a Hong Kong company ("Consultant") (each a "Party" and collectively the "Parties").

Recitals¹

WHEREAS, Vincent Hesser and MMA entered into that certain Consulting and Master Licensing Agreement dated October 15, 2012 ("Master License");

WHEREAS, prior to the date hereof, Vincent Hesser assigned all of his rights in and interest to the Master License to Consultant;

WHEREAS, the Master License was additional consideration for the initial member capital investment from Zion Wood OB Wan Trust into MMA;

WHEREAS, the Master License provides that all modifications must be in writing and signed by the parties; and

WHEREAS, in connection with the settlement of certain disputes between MMA and Consultant, MMA and Consultant desire to amend the Master License as set forth in this Amendment.

Amendments to the Master License

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Parties agree to modify the Master License as follows:

1. Licensed Rights and Geographical Scope of License.

1.1. MMA confirms that it grants to Consultant the exclusive right to use the Licensed Marks in conjunction with a Permitted Designation in connection with the Licensed Use during the term set out in the Master License (as amended hereby) in compliance with the terms and conditions set out in the Master License (as amended hereby), in those portions of the world that are not part of the WSOF Territory (as defined below). ~~MMA reserves all rights with respect to the Licensed Marks not expressly granted in the Master License (as amended hereby).~~

The recitals and any footnotes contained in this Agreement are an integral part of this Agreement.

Consultant shall comply with ~~all the requirements reasonably established by MMA in connection with use of the Licensed Marks, including, without limitation, by using~~ of TM or ® with the Licensed Marks. Consultant acknowledges that MMA is the owner of all right, title and interest in and to the Licensed Marks ~~alone and in connection with any Permitted Designation~~. Consultant shall not acquire any trademark rights in the Licensed Marks alone or in connection with any Permitted Designation, except within Consultant's exclusive territory. Consultant shall not alter, amend, or combine the Licensed Marks with any other mark except any Permitted Designation. Consultant shall ensure that it uses the Licensed Marks with Permitted Designations only in connection with Licensed Use and the Licensed Events and in compliance with the Unified Mixed Martial Arts rules and regulations and the standards for ~~product and~~ broadcast established by the party who is broadcasting the Licensed Event (if any). Consultant shall be permitted to use the Licensed Marks with Permitted Designations in the manner and as contemplated by the Master License (as amended hereby).

1.2. The Parties agree that the geographic area within which Consultant shall be permitted to use the Licensed Marks for the Licensed Use pursuant to the terms of the Master License (as amended hereby) shall be any part of the world other than North America (including Canada, the United States and its territories and possessions, including, but not limited to, Puerto Rico, Guam, American Samoa, and the U.S. Virgin Islands, and U.S. ships at sea), the Islands of the Caribbean Basin, Mexico and the countries that comprise any party of Central America, and South America (the "WSOF Territory"). Consultant shall have no right to license ~~or otherwise promote mixed martial arts under the "World Series of Fighting" brand or any other brand or name within the WSOF Territory, except as may be contemplated by this Agreement~~. The Parties agree that the Parties shall co-promote MMA events, on terms acceptable to both Parties in their reasonable discretion, on U.S. military bases and installations located outside of the WSOF Territory, and in connection with such events Consultant may use the Licensed Marks for the Licensed Use.

1.3 The Parties agree that although Consultant may enter into sublicenses under the Master License (as amended hereby), Consultant shall not be permitted to transfer or assign the Master License (as amended hereby), other than to an Affiliate, without MMA's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. ~~Without limiting the generality of the foregoing, the Parties agree that it shall not be unreasonable for MMA to withhold its consent to any assignment or transfer of Consultant's interest in the Master License (as amended hereby) to Shawn Lampman (or any Affiliate or family member of Shawn Lampman) or to any competitor of MMA.~~ In the event Consultant desires to assign or transfer its rights under the Master License (as amended hereby), Consultant shall give MMA two (2) business days prior written notice. If MMA fails to respond within such

two (2) business day period, MMA shall be deemed to have consented to such assignment or transfer.

2. Compensation.

2.1. Under the Master License, every event at which Consultant uses the Licensed Marks for the Licensed Use and every sublicense of the Licensed Marks for the Licensed Use negotiated by Consultant is required to contain terms that include payment to MMA of a minimum license fee of: 1) 10% of Gross Revenue, or 2) 25% of net profits. All ~~Gross Revenues and~~ The license fees earned by Consultant shall be split 20% to Consultant and 80% to MMA. Any such license fees, together with a full accounting of the revenue earned and fees paid to Consultant and MMA, shall be paid to MMA on a quarterly basis.

2.2. Consultant may from time to time participate in the funding of events licensed to third-parties under the Master License (as amended hereby). If Consultant elects to so participate in funding any event, then MMA shall likewise have the right to participate such events up to 50% the amount Consultant elects to fund. Consultant shall provide written notice, not less than 10 business days prior to the date of the event, of Consultant's intent to participate in funding an event, the amount Consultant intends to fund, the anticipated budget for the event, and the financial terms in which Consultant will share (percentage of revenues and other material financial terms) as a result of providing funding for the event. MMA shall have 10 calendar days from receipt of such written notice from Consultant to notify Consultant whether MMA intends to participate in the funding of the event, the amount MMA intends to fund, and to fund such amount by wiring funds to an account designated by Consultant. Time is of the essence, and in the event MMA fails deposit funds within such 10 calendar day period, MMA shall forfeit its right to participate in such event. Any amounts earned by Consultant or MMA under this Section 2.2 are in addition to, and not in lieu of, the amounts set forth in Section 2.1 above. ~~The amounts set forth in Section 2.1 above are in addition to the amount set forth in this Section 2.2.~~

3. **Events.** The Consultant and MMA agree that from time to time, not to exceed three (3) events per calendar year, MMA may produce major mixed martial arts events in the exclusive territory of Consultant (i.e., outside North America, Central America, or South America), upon the following conditions:

3.1. MMA must give Consultant at least 90 days written notice before putting on an event, which notice shall describe the location of the event and the venue for the event.

3.2. MMA shall be solely responsible for funding any such event.

3.3. MMA shall not hold an event in the location designated in MMA's written notice to Consultant if Consultant advises MMA in writing, within 10 calendar days of Consultant's receipt of MMA's notice, that Consultant has already entered into a sublicense for the territory in the location MMA desires to hold an event or an event has been scheduled by the Consultant.

3.4. MMA and Consultant further agree that from time to time (not to exceed three (3) events per calendar year), Consultant and MMA may co-produce major mixed martial arts events in the WSOF Territory (other than the United States) on such terms and conditions as are mutually agreed upon by the Parties in their reasonable discretion. In the event MMA chooses not to co-produce an event, Consultant may proceed to produce the event at its sole expense.

4. **Website and Social Media.** Consultant may operate one or more websites intended to promote Consultant's business and clearly labeled as the website for Consultant's activities ("Consultant Website" or "Consultant Websites"). The Consultant Websites shall include a disclaimer reasonably sufficient to differentiate the Licensed Events from those offered by MMA. The Consultant Website shall include a prominent Link to the <wsf.com> website, and MMA's website shall include a prominent Link to the <wsfmc.com> website. Consultant may register and use during the term social media user names or handles comprised of the Licensed Marks with Permitted Designations for social media (including, without limitation, Facebook, Instagram, YouTube, and Twitter) to promote Consultant's events and business and such promotions shall include a disclaimer reasonably sufficient to differentiate the Licensed Events from those offered by MMA. If MMA references Consultant or Consultant's activities on MMA's website or social media sites, MMA shall include as part of such references a Link to the <wsfmc.com> website.

5. **Prohibited Conduct.** Consultant (including any sub-licensee or other third party with whom Consultant enters into an agreement under the Master License (as amended hereby)) shall not during term of the Master License (as amended hereby) or thereafter: (a) register any trademark, trade name or fictitious name within the WSOF Territory that incorporates the Licensed Marks (with or without any Permitted Designation) or any marks confusingly similar thereto, or without MMA's reasonable approval (which approval shall not be unreasonably withheld, conditioned, or delayed), register any trademark, trade name or fictitious name that incorporates the Licensed Marks (with or without any Permitted Designation) or any marks confusingly similar thereto ~~outside-within~~ of the WSOF Territory; (b) except with respect to any trademark registrations that MMA consents to Consultant completing as set out herein, act as a representative or agent of MMA or engage in any conduct that would imply to any third party that Consultant is an agent or representative of MMA; or (c) interfere or attempt to

interfere with any contract or business relationship between MMA and any third party. The Parties acknowledge that an application for registration with the US patent and trademark office (the "USPTO") for the trademark "WSOF Global" has been filed by Consultant. Consultant shall abandon such application. MMA acknowledges that Consultant's right to use the trademark "WSOF Global" and the other Licensed Marks outside the WSOF Territory is part of the rights licensed under the Master License (as amended hereby). Furthermore, the Parties acknowledge that any trademarks, tradenames, or fictitious names registered by Consultant (reasonably approved by MMA) ~~outside~~within the WSOF Territory that incorporate the Licensed Marks (with or without any Permitted Designation) are the property of MMA (and all such registrations revert to and shall be assigned to MMA upon termination of the Master License), but are part of the rights licensed under the Master License (as amended hereby). All registrations MMA consents to Consultant making under this Section 5 shall be completed by Consultant in the name of MMA as agent for MMA, but may be used by Consultant under the terms of the Master License (as amended hereby). MMA shall not interfere or attempt to interfere with any contract or business relationship between Consultant and any third party.

6. **Enforcement of Rights in the Licensed Marks.** Consultant shall not take any action to enforce rights in the Licensed Marks including, but not limited to, initiating opposition and cancellation proceedings and filing civil actions for infringement of rights in the Licensed Marks, unless Consultant obtains the prior written consent of MMA, which shall not be unreasonably withheld, conditioned, or delayed. In the event Consultant desires to enforce rights in the Licensed Marks, Consultant shall give MMA ten (10) business days prior written notice. If MMA fails to respond within such 10 business day period, MMA shall be deemed to have consented to Consultant enforcing rights in the Licensed Marks in a manner consistent with such written notice from Consultant to MMA. If the event that MMA authorizes Consultant to take action to enforce rights in the Licensed Marks, MMA may impose reasonable conditions for doing so, including, but not limited to, requiring Consultant to: (a) take such action in its own name and not in the name of MMA; (b) obtain approval from MMA before entering into any settlement or agreement involving the Licensed Marks, which approval shall not be unreasonably withheld. If the event that MMA authorizes Consultant to take action to enforce rights in the Licensed Marks, the approved costs and expenses of enforcing the Licensed Marks shall be shared equally by MMA and Consultant.

7. **Breach.** In the event that Consultant materially breaches the Master License (as amended hereby), MMA shall provide Consultant with written notice of the breach. Material breach shall include, but is not limited to: (a) failure to timely pay ~~any~~a material amount due and owing to MMA; and (b) unauthorized use of any of the Licensed Marks within the WSOF Territory. Consultant shall have thirty (30) days to cure any material breach; provided, however, that in the event any material breach cannot be cured within such thirty (30) day period.

Consultant shall have such reasonable period of time as is necessary to cure the material breach so long as Consultant commences to cure such material breach within such thirty (30) day period and diligently pursues such cure to completion. ~~If Consultant fails to timely cure the material breach, MMA shall be entitled to all remedies available to it at law or in equity.~~

In the event that MMA materially breaches the Master License (as amended hereby), Consultant shall provide MMA with written notice of the breach. MMA shall have thirty (30) days to cure any material breach; provided, however, that in the event any material breach cannot be cured within such thirty (30) day period, MMA shall have such reasonable period of time as is necessary to cure the material breach so long as MMA commences to cure such material breach within such thirty (30) day period and diligently pursues such cure to completion. ~~If MMA fails to timely cure the material breach, Consultant shall be entitled to all remedies available to it at law or in equity.~~

8. **Effect of Termination.** Notwithstanding anything contained in the Master License, the term of the Master License shall continue until the date that is ten (10) years from the Effective Date. Upon expiration or termination of this License, Consultant shall immediately: (a) cease use of the Licensed Marks with or without the Permitted Designation except that the Consultant may phase out existing uses for a period of ninety (90) days; (b) assign or cease use of all domain names containing the Licensed marks to MMA; (c) assign or cease use of any social media user names or handles containing the Licensed Marks to MMA; and (d) cease holding Consultant out in any way as a Consultant of MMA or engaging in any conduct that may be reasonably construed as indicating any ongoing relationship with MMA. Consultant's obligation to pay fees or amounts to MMA shall continue until fully paid by Consultant. In the event Consultant desires to enter into any sublicense that extends beyond the term of the Master License (as amended hereby), Consultant shall present such sublicense to MMA for approval and written consent, which approval and consent shall not be unreasonably withheld. Consultant shall give MMA two (2) business days' prior written notice. If MMA fails to respond within such two (2) business day period, MMA shall be deemed to have consented to such sublicense term. MMA agrees to continue to pay Consultant any fees and remuneration it would have earned under the terms of the Master License until expiration of all sublicenses.

9. **Notice of Claim or Suit.** Within ten (10) days after receipt of notice of any threatened or asserted claim, demand, suit, judgment, notice of breach, notice of default, or other adverse action of any kind or nature against Consultant related to the Master License (as amended hereby), Consultant shall provide MMA with written notice of the foregoing and complete copies of any documents relating thereto. Within ten (10) days after receipt of notice of any threatened or asserted claim, demand, suit, judgment, notice of breach, notice of default, or other adverse action of any kind or nature against MMA related to the Master License (as

amended hereby), MMA shall provide Consultant with written notice of the foregoing and complete copies of any documents relating thereto.

10. **Indemnification.** Consultant shall indemnify and defend MMA, its subsidiaries, affiliates and related entities from any claim, loss, damage or demand of any kind or nature arising from or relating to: (a) the Consultant's use of the Licensed Marks with any Permitted Designation outside the scope of the Licensed Use or outside the WSOF Territory, and (b) any claim, including, but not limited to, claims for personal injury or property damage, arising out of or relating to the Licensed Use or Licensed Events.

MMA shall indemnify and defend Consultant, its subsidiaries, affiliates and related entities from any claim, loss, damage or demand of any kind or nature arising from or relating to any claim, including, but not limited to, (a) MMA's use of the Licensed Marks within the WSOF Territory, and (b) claims for personal injury or property damage, arising out of or relating to MMA's events within the WSOF Territory.

11. **Insurance.** Consultant shall secure general liability insurance and ~~media liability~~ coverage for its business and for any Licensed Events in an amount sufficient to cover reasonably anticipated potential losses or claims or to otherwise comply with any laws or regulations as promulgated by the regulatory authorities in the relevant geographic territories in which said events take place. Consultant shall provide MMA with a certificate ~~from its qualified and licensed insurer certifying that Consultant has such coverage, which certificate shall certify that MMA is an additional named insured under the insurance policies, and which policies shall include a contractual liability endorsement to cover Consultant's obligations to indemnify MMA hereunder. The certificate shall specifically state that coverage as it pertains to MMA shall be primary regardless of any other coverage which may be available to MMA. Coverage shall be on an occurrence rather than a claims-made basis. Consultant shall ensure that all third parties that Consultant contracts with relating to any Licensed Events shall meet the insurance requirements set forth in this paragraph and name MMA as an additional named insured. Consultant shall require each such third party to provide MMA with a certificate of insurance upon MMA's request.~~

12. **Competing Business.** ~~Other than the business contemplated by this License and any ownership in MMA, Consultant, its owners, principals, officers, and directors, will not, directly or indirectly, acquire, or maintain any interest in, or otherwise participate in any business engaged in operating or promoting MMA events (Bellator or UFC). The foregoing shall not be construed to prohibit Consultant from acquiring stock in any entity that is publicly traded on a United States stock exchange, nor shall it be construed to prohibit Consultant from participating with or acquiring other mixed martial arts leagues or promotions that operate outside of the~~

~~WSOF Territory as long as such acquisitions are 100% owned by Consultant (either as acquired assets of Consultant or as a subsidiary of Consultant) and revenue from such acquisitions rolls up into and becomes a part of the calculation of Gross Revenue and fees as provided for herein.~~

13. **Choice of Law and Jurisdiction.** This License shall be governed by the laws of the State of Nevada without regard to that state's conflict of laws analysis, except with respect to trademark issues, which shall be governed by the Lanham Act. Any action brought by any of the parties to enforce the terms of this License or relating to the subject matter of this License shall be brought in the United States District Court for the District of Nevada in Las Vegas, Nevada, or, if the court declines to exercise jurisdiction, in state court in Clark County, Nevada. For the purposes of such an action, the parties to this License consent to personal jurisdiction in all courts in the State of Nevada. Failure of any Party at any time to require strict performance of any provision hereof shall not in any manner affect the right of such Party at a later date to enforce the same.

14. **Counterpart Execution.** To facilitate the execution of this License by the Parties, this License may be executed in subparts. A signature transmitted by facsimile or other electronic means (such as .pdf documents transmitted by email) shall have the same effect as an original signature.

15. **Definitions.** As used in the Master License (as amended hereby), the following terms have the following meanings:

"Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a specified Person. For the purpose of this definition of Affiliate, the term "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Broadcast Partner" means any network or cable television broadcast partner to whom MMA has licensed or granted, or may in the future license or grant, rights to broadcast or disseminate MMA events produced by MMA. As of the Effective Date, MMA's main Broadcast Partner is NBC Sports.

"Gross Revenue" means all revenue generated by Consultant relating in any way to the Licensed Marks, the Licensed Use, or the Licensed Events, including, without limitation, revenue from the sale of tickets, merchandise, concessions, advertising, sponsorships, broadcast rights, payments for sponsorship, payments or subsidies from any governmental authority, and any fees relating to the licensing or transmission of Licensed Events by any type of media

whether now known or hereafter created (including, but not limited to television, pay per view, on demand, and streaming), and ancillary and related goods, services and events.

“Licensed Marks” means, without limitation, any and all trademarks, service marks, logos, insignias, designs, and all other commercial symbols which MMA now uses or hereafter adopts to identify the source and origin of its goods and services, including but not limited to, WSOF, World Series of Fighting, and any other marks owned or registered by MMA as of the Effective Date or in the future, in the form and format and with the designs or logos indicated by MMA from time to time.

“Licensed Use” means all of the following uses: (1) the organization, production, and hosting of MMA fights in compliance with the Unified Mixed Martial Arts rules and regulations (“Licensed Events”); (2) negotiating and entering into contracts with third parties relating to Licensed Events, including, without limitation, venues, fighters, and sponsors; (3) the advertising, marketing and promotion of Licensed Events; (3) the production and use of a “decagon” cage in connection with Licensed Events; (4) the sale of sponsorships associated with Licensed Events; (5) the production, manufacturing and sale of promotional merchandise and concessions; (6) the broadcast, filming and distribution rights associated with Licensed Events subject to standards established by the party broadcasting the Licensed Event; and (7) any and all other goods, services and events offered by Consultant ~~subject to the prior written approval of MMA, which approval shall not be unreasonably withheld.~~

“Permitted Designation” means one or more terms that Consultant must use in connection with the Licensed Marks to distinguish Consultant from MMA. Any Permitted Designation is subject to MMA’s reasonable approval. By way of illustration only, a Permitted Designation might, include “Global” or “Asia,” such that the Consultant would use “WSOF Global” or “WSOF Asia” to distinguish itself and the source and origin of its goods and services from MMA, ~~provided that MMA approves such designation in its reasonable discretion.~~

“Person” means a corporation, joint venture, partnership, limited liability partnership, limited partnership, limited liability limited partnership, limited liability company, trust, estate, business trust, association, governmental entity, and any other entity, or a natural person and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires.

16. **No Other Changes to the Master License.** Except as set forth in this Amendment, the parties agree that the Master License remains unchanged. There are no other modifications to the Master License other than this Amendment, and all other provisions of the Master License remain in full force and effect except as expressly amended herein.

17. **Notices.** All notices, requests and other communications provided for hereunder shall be in writing (including, unless the context expressly otherwise provides, by facsimile or email transmission, provided that any matter transmitted by facsimile or email shall be following promptly by delivery of a hard copy original thereof) and mailed (by certified mail, return receipt requested), faxed, emailed, or delivered to the following addresses or facsimile numbers:

If to MMA:

MMAWC L.L.C.
c/o Chief Executive Officer

Henderson, Nevada _____
Facsimile: (____) ____ - _____
Email: _____

With a copy to:

Attention: _____
Facsimile: _____
Email: _____

And to:

Childs Watson & Gallagher, PLLC.
770 E. Warm Spring Road, Suite 225
Las Vegas, Nevada 89119
Attention: Christopher R. Childs
Facsimile: (702) 848-4533
Email: christa.childswatson.com

If to Consultant:

WSOF Global Limited

Attention: _____
Facsimile: _____
Email: _____

With a copy to:

Attention: _____
Facsimile: _____
Email: _____

or to such other address or number as shall be designated by such person in a written notice to the other party given in the manner required hereunder. All such notices, requests and communications shall, if transmitted by overnight delivery, be effective when delivered for overnight (next day) delivery on the next business day; or, if transmitted in legible form by email or facsimile machine on or before 5:00 p.m. on a business day, on such day, otherwise the next business day; or if mailed, upon receipt or the first refusal to accept such notice, request or other communication; or if delivered, upon delivery.

18. **Arbitration.** MMA and Consultant agree that any dispute, controversy, claim, uncured breach or any other causes of action whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Master License (as amended hereby), which cannot be amicably resolved by the parties, shall be resolved by binding arbitration in accordance with the provisions of this Section 18. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable State of Nevada arbitration statute. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. If any party commences litigation in violation of this Section 18, or refuses or neglects to timely submit to arbitration in accordance with this Section, then such party shall reimburse the other party(s) for costs and expenses, including reasonable attorney's fees: (1) incurred in seeking abatement or dismissal of such litigation; and/or (2) incurred in judicially compelling arbitration. However, the foregoing does not preclude a party from seeking emergency relief, including injunctive relief, from a court of competent jurisdiction and the prosecution of a request for such emergency relief will not be deemed a breach or waiver of the provisions contained herein.

[signature page follows]

MMA:

MMAWC L.L.C.,
a Nevada limited liability company

Signature

Printed Name

Title

Date

CONSULTANT:

WSOF GLOBAL LIMITED

Signature

Printed Name

Title

Date

EXHIBIT 7

From: Christopher Childs
To: Byron Thomas; Max Couvillier; Keith Redmond
Subject: Re: Revised documents
Date: Thursday, February 11, 2016 11:06:56 AM

Byron,

I will circulate execution versions of the documents for signature, but Max will be getting in touch with you about getting another extension done in case getting signatures extends beyond tomorrow.

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

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On Thu, Feb 11, 2016 at 10:36 AM, Byron Thomas <byronthomaslaw@gmail.com> wrote:
Hello, Chris. If this is not going to get done by Friday we need to execute another extension.

On Wed, Feb 10, 2016 at 1:13 PM, Christopher Childs <chris@childswatson.com> wrote:
Hello Byron,

Bruce Deifik has signed off on the last set of changes. I am waiting for final confirmation from Haskel Iny and Bruce Bendell. I will let you know when I have heard from them.

Thank you,
Chris

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: [702-848-4533](tel:702-848-4533)
Mobile: [702-606-1034](tel:702-606-1034)

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On Wed, Feb 10, 2016 at 12:09 PM, Byron Thomas <byronthomaslaw@gmail.com> wrote:

Hello Chris. Have you guys had a chance to look at the documents? I know there was a delay on our part in getting them back to you, but we pretty much accepted all of Chris's changes from his last version, so I thought we would get this done in a day or so. If that is not going to happen please let me know. Deadlines in the litigation were pushed out until this Friday and I need to know if we are back in litigation mode. Thanks.

On Tue, Feb 2, 2016 at 5:21 PM, Christopher Childs <chris@childswatson.com> wrote:
That's probably a better question for Vince than me. As I understand it, the issues are:

(1) To what extent can Hesser/Wright compete with WSOF. I thought it was understood that they cannot compete with us within our territory, but they took out the language that would prevent that.

(2) Is anybody giving indemnities in the settlement agreement? Apparently Hesser/Wright want them removed if it means they have to give any type of personal indemnity.

(3) Which provisions (if any) to the operating agreement are we prohibited from amending without Zion's consent. I thought Zion was going to identify those sections they don't want amended, but they haven't done that. Apparently they don't want us to be able to amend anything that affects their rights as a member (which is basically everything in the agreement). That won't work if you expect to try to bring in new capital, and that's also not in the current operating agreement. We already agreed not to change the provisions that make Zion non-dilutable without their consent.

If there is anything else, I'm not sure what it is because nobody has told me what the issues are since I sent the agreements back today. I thought Byron and I had basically resolved everything else yesterday, and I sent Byron the revised agreements according to our conversation. Believe me, I want this to be over as much as (and maybe more than) anyone else, but I guess I am not really surprised that I would be made into the scapegoat.

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

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On Tue, Feb 2, 2016 at 4:52 PM, Bruce Deifik <bruce@integprop.com> wrote:
What's up here Chris and what is it we can't get agreed to??!

Bruce W Deifik
President-CEO

Integrated Properties, Inc

On Feb 2, 2016, at 4:39 PM, Vince Hesser <vincehesser@yahoo.com> wrote:

Bruce,
I believe we are at an impasse with the language here. Let's take this back up again when I'm back from Asia.
Thanks for trying.

You and I came up with an acceptable agreement on New Years, which was agreed only to be minor changes to the agreement. We went well beyond that, and now it seems we are stuck going back and forth with terms that should never have been included in the first place. It appears there is a disconnect between you and Childs/Redmond as to what was agreed, and who is in charge to fix this. We have given up many additional rights under these docs, and there are no other terms that are necessary. This is simply over-lawyering to the point of standing in the way of the deal, and possibly mutual destruction of our investments.

At this juncture we should just revive the Bhavin's deal structure and let him discuss with Childs and Redmond.

Best,
Vince

From: Christopher Childs <chris@childswatson.com>
To: Byron Thomas <byronthomaslaw@gmail.com>; Vince Hesser <vincehesser@yahoo.com>
Cc: Bruce Deifik <bruce@integprop.com>; Keith Redmond <keithredmond@mac.com>
Sent: Tuesday, February 2, 2016 3:51 PM
Subject: Revised documents

Byron,

Per our conversation, attached are the revised documents that have been redlined against the last versions that you saw. I highlighted the two or three issues where I know you still needed to talk with Vince. After you have had a chance to review these, let's figure out a time for all of us to talk.

Thanks,

Chris

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

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EXHIBIT 8

DECLARATION OF CHRISTOPHER R. CHILDS, ESQ.

Pursuant to NRS 53.045, Christopher R. Childs declares as follows:

1. I am an attorney and represent MMAWC L.L.C. ("MMAWC") in various transactional matters. I have personal knowledge of the matters stated here.

2. I make this Declaration in support of MMAWC's Reply in support of Motion to Dismiss, in the Eighth Judicial District Court Matter captioned *Zion Wood Obi Want Trust et al v. MMAWC, LLC et al*, Case No. A-17-764118-C ("Matter").

3. Attached to the Reply as Exhibit 5 is a true and correct email from me to Byron Thomas, Esq. dated January 26, 2016 regarding my edits to Mr. Byron's draft of the *Amendment to Consulting and Master Licensing Agreement* ("Licensing Agreement"), which is at issue in MMAWC's Motion to Dismiss filed in the Action on January 8, 2018. Among various parties, Mr. Thomas represented WSOF Global Limited ("Global"), Vince Hesser ("Hesser"), Shawn Wright ("Wright"), Zion Wood Obi Want Trust ("Zion") in connection with the negotiation and drafting of the various settlement agreements attached as Exhibits 1 through 4 to MMAWC's Motion to Dismiss.

4. Attached to the Reply as Exhibit 6 is a true and correct email that I received from Mr. Thomas dated January 29, 2016.

5. Attached to the Reply as Exhibit 7 are true and correct mails exchanged between Mr. Thomas, myself and others between February 2 and February 11, 2016, regarding the settlement agreements referenced above, including the Licensing Agreement.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on February 15, 2018.


CHRISTOPHER R. CHILDS



1 RTRAN

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7
8 ZION WOOD OBI WAN TRUST,
9 Plaintiff,

CASE#: A-17-764118-C
DEPT. XXVII

10 vs.

11 MMAWC, LLC,

12 Defendant.

13 BEFORE THE HONORABLE NANCY L. ALLF, DISTRICT COURT JUDGE
14 WEDNESDAY, FEBRUARY 21, 2018

15 **RECORDER'S TRANSCRIPT OF HEARING**
16 **MOTION TO DISMISS COMPLAINT AND TO COMPEL ARBITRATION**

17 APPEARANCES:

18 For the Plaintiff: BYRON E. THOMAS, ESQ.

19
20
21 For the Defendant: MAXIMILIANO D. COUVILLIER III, ESQ.

22
23
24
25 RECORDED BY: BRYNN GRIFFITHS, COURT RECORDER

1 Las Vegas, Nevada, Wednesday, February 21, 2018

2
3 [Case called at 10:28 a.m.]

4 THE COURT: Calling the case of -- on page 11, Zi -- Zion
5 Wood Obi Wan Trust versus MWAWC, LLC. Appearances, please.

6 MR. THOMAS: Byron Thomas for Plaintiffs.

7 THE COURT: Thank you.

8 MR. COUVILLIER: Good morning, Your Honor. Max
9 Couvillier on behalf of Defendant, MMAWC, LLC.

10 THE COURT: Thank you. Mr. Couvillier, this is your
11 motion to dismiss.

12 MR. COUVILLIER: Yes. Thank you, Your Honor.

13 Your Honor, I think -- I think we've covered the grounds for
14 dismissal in our motion. Suffice it to say that the arbitration clause,
15 on the one hand was negotiated, jointly drafted and specifically
16 authorized by all the parties and on that basis alone, the Court
17 should grant the motion to dismiss and compel arbitration.

18 On the other hand, the grounds for striking the arbitration
19 clause based upon NRS. Your Honor, we submit again as the
20 Nevada Supreme Court suggested that -- that the arbitration
21 provision at NRS 597 violates the Federal arbitration act.

22 So other than what we've stated, Your Honor, and I trust
23 that the Court has reviewed. If the Court has any questions, I'd be
24 happy to address those.

25 THE COURT: I don't.

1 MR. COUVILLIER: Thank you, Your Honor.

2 THE COURT: Thank you.

3 And the opposition, please.

4 MR. THOMAS: First, Your Honor. If they are -- in their
5 reply they submitted affidav -- or, information outside the record, if
6 the Court considers that, then this should be a 56 -- rule 56 motion
7 summary judgment. And I make a motion pursuant to rule 56(f) to
8 contain to allow for additional discovery. This is very early -- very
9 early in the case, nobody's even filed an answer, Your Honor. I
10 think it's, as a matter of course, in Nevada that these cases at this
11 stage are granted motions for additional discovery are -- are granted.
12 So therefore, if you consider the additional information -- the e-mails,
13 and all that that went outside the pleading, I submit the 56(f) would
14 apply.

15 Also, Your Honor, as it goes to the actual merits of the
16 motion, when you look at the documents, the licensing agreement,
17 the operating agreement and the settlement agreement. The
18 licensing agreement is made part of the settlement agreement; the
19 settlement agreement is not part of the licensing agreement, Your
20 Honor. I would be shocked if the other parties to the actual
21 operating agreement and the actual settlement agreement realized
22 that they had given away the arbitration rights as a part of -- in one
23 provision of a license agreement that they probably didn't even read
24 because it didn't pertain to them, Your Honor.

25 So on -- on that issue alone, I think the --the argument that

1 somehow whole complaint should be dismissed is without merit.
2 Zion Obi Wan didn't even sign the licensing agreement, and
3 therefore shouldn't even be binding upon them. So I don't know
4 how we all of a sudden jumped to Zion Obi Wan being bound and
5 everybody who wasn't even a party to the licensing agreement,
6 being sup tic from arbitration clause. As a matter of fact, if
7 anything, the arbitration clause was made a part of the settlement
8 agreement, so this court would have authority over all of that, Your
9 Honor.

10 So at a minimum the Court should allow my clients to
11 amend their complaint to clearly delineate which one -- which claims
12 are part of the settlement agreement, and which claims are part of
13 the licensing agreement, if the Court is so inclined.

14 Furthermore, I actually do not think that this -- the statute
15 runs afoul of the FAA. This statute, it's simply in for -- or makes
16 clear what is already required in state law and that is that all
17 arbitration clause not be unconscionable. By allowing the -- or
18 making the signature be put on that particular revision, they make it
19 clear that it's not unconscionable. All the parties have agreed to it.
20 There's not unequal bargaining power. That's simply -- it's not an
21 attempt to, to interfere with their federal arbitration act.

22 If you have any questions, Your Honor.

23 THE COURT: I don't. Thank you.

24 And the reply, please.

25 MR. COUVILLIER: Your Honor, as we stated in our reply at

1 footnote 3 on page 3, this is not a motion for summary judgment nor
2 is the Court required to convert this on a motion for summary
3 judgment. This issue of arbitration is a jurisdictional issue, Your
4 Honor. And as we quote on there from the *Sudano versus Federal*
5 *Airport* case, which is at 699 F. Supp. 860 -- 824. In a motion to
6 dismiss based primarily on lack of subject matter jurisdiction, the
7 Court may receive among other forms of competent evidence
8 affidavits reserved to resolve any factual dispute, the consideration
9 of such evidence is not convert a motion to dismiss and to want for
10 summary judgment.

11 Your Honor, as far as the incorporation of the documents,
12 Your Honor. That was made clearly by the way that they plead their
13 complaint. In terms of one claim includes the other and for example,
14 they -- they alleged that -- that, you know, the agreement,
15 settlement agreement was fully incorporated into the licensing
16 agreement into the settlement agreement, the settlement agreement
17 specifically makes references to those fully incorporates those
18 documents as a fully set forth there, including all the provisions.
19 There is no mistake about that, Your Honor. You can see that the
20 way that they plead their complaint, everything is interrelated. And
21 at this moment they can't, you know, now walk backwards and say,
22 whoops we walked into a line mine that we created; let's try to
23 parcel things out. Everything is clearly subject to the arbitration
24 provision. And we ask the Court to enforce that.

25 THE COURT: Thank you.

1 This is the Defendant's motion to dismiss the complaint
2 and compel arbitration. Motion will be denied for the following
3 reasons. There's just no reference to arbitration in the licensing
4 agreement, and so I find that the arbitration provision is void, under
5 NRS 597.995. With regard to the foreign entity agreement, that
6 was remedied by the Plaintiff. With regard to the unjust enrichment
7 cause of action. The Plaintiff had the right to plead in the
8 alternative. And with regard to the alter ego, there were sufficient,
9 factual allegations made to at least proceed to see if a cause of
10 action will exist.

11 I am going to grant it with one limited respect. I don't
12 believe that the sufficient, factual basis was granted as to civil reco.
13 And so I'll leave it up to the Plaintiff to amend, or just leave the
14 complaint as is, and seek later to amend after discovery is taken.

15 So for that reason, motion to dismiss is granted only in one
16 very small part and denied in other respects. So I'm going to go
17 ahead and task you Mr. Couvillier, since it was granted and
18 one's -- part, to draft the order here. And 30 days after entry of the
19 order, for the Plaintiff either to determine whether or not it's going
20 to amend the complaint on the civil reco, or not. And Mr. Thomas
21 you have the ability to review and approve the form of the order.

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MR. COUVILLIER: Thank you, Your Honor.


THE COURT: Thank you, both.

MR. THOMAS: Thank you, Your Honor.

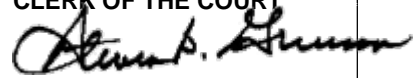
[Hearing concluded at 10:36 a.m.]

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



Brynn Griffiths
Court Recorder/Transcriber



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DISTRICT COURT

CLARK COUNTY, NEVADA

ZION WOOD OBI WAN TRUST and SHAWN
WRIGHT as trustee of ZION WOOD OBI WAN
TRUST; WSOF GLOBAL, LLC, a Wyoming
limited liability company,

Plaintiffs,

v.

MMAWC, LLC d/b/a WORLD SERIES OF
FIGHTING a Nevada limited liability company;
MMAX INVESTMENT PARTNERS, INC. dba
PROFESSIONAL FIGHTERS LEAGUE, a
Delaware corporation; BRUCE DEIFIK, an
individual; CARLOS SILVA, an individual;
NANCY AND BRUCE DEIFIK FAMILY
PARTNERSHIP LLLP, a Colorado limited
liability partnership; KEITH REDMOND, an
individual; DOES I through X, inclusive; and
ROE Corporations XX through XXX, inclusive,

Defendants.

CASE NO.: A-17-764118-C
DISTRICT COURT DEPT: 27

**ORDER RE: MMAWC, LLC's MOTION
TO DISMISS AND TO COMPEL
ARBITRATION**

On February 21, 2018, the Court heard the *Motion to Dismiss and To Compel Arbitration* ("Motion") by Defendant MMAWC, LLC ("MMAWC"). Maximiliano D. Couvillier III, Esq. appeared on behalf of MMAWC. Byron Thomas, Esq. appeared on behalf of Plaintiffs. The

1 Court has considered the Motion, all related briefs and documents on file, and the argument of
2 counsel. For good cause appearing:

3 1) The Motion is **GRANTED IN PART** with respect to Plaintiffs' Eighth Cause of
4 Action for RICO. Plaintiffs' Eighth Cause of Action for RICO is dismissed without prejudice.
5 Plaintiffs have leave to amend their RICO claim and file an amended complaint after some
6 discovery, but must inform the Court on or before March 23, 2018, whether they intend to amend
7 their RICO claim; and


8 2). The Motion is **DENIED** in all other regards. The Court declines to compel
9 arbitration because it finds the arbitration provision at issue is void pursuant to NRS 597.995.

10 Dated: March 7, 2018.

11
12 Nancy L. Hill
13 District Court Judge
14 *AL*

15 Respectfully Submitted By,

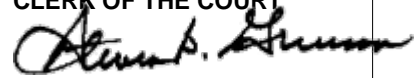
16 **BLACK & LOBELLO**

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DISTRICT COURT

CLARK COUNTY, NEVADA

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WRIGHT as trustee of ZION WOOD OBI WAN
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Plaintiff,

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MMAX INVESTMENT PARTNERS, INC. dba
PROFESSIONAL FIGHTERS LEAGUE, a
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individual; CARLOS SILVA, an individual;
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ROE Corporations XX through XXX, inclusive,

Defendants

CASE NO.: A-17-764118-C
DEPT. NO.: 27

**AMENDED NOTICE OF ENTRY OF
ORDER RE: MMAWC, LLC's MOTION
TO DISMISS AND TO COMPEL
ARBITRATION**

PLEASE TAKE NOTICE that a ORDER RE: MMAWC, LLC's MOTION TO DISMISS AND

///

///

///

1 TO COMPEL ARBITRATION was entered in the above-entitled matter on the 13th day of March
2 2018, a copy of which is attached hereto.

3
4 Dated this 14th day of March 2018.

5 **BLACK & LOBELLO**

6
7 /s/ Maximiliano D. Couvillier III, Esq.
8 Maximiliano D. Couvillier III, Esq. SBN 7661
9 mcouvillier@blacklobello.law
10 Attorneys for Defendants

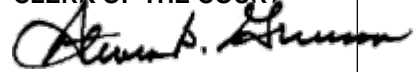
11 **CERTIFICATE OF SERVICE**

12 I certify that on this 14th day of March 2018. I electronically filed the foregoing **NOTICE**
13 **OF ENTRY OF ORDER RE: MMAWC, LLC's MOTION TO DISMISS AND TO COMPEL**
14 **ARBITRATION** using the Court's electronic filing and service system, which provides service
15 to the following users:

16 **LAW OFFICE OF BYRON THOMAS**

17 Bryon Thomas, Esq., Bar #8906
18 Byronthomaslaw@gmail.com
19 Attorney for Plaintiff

20
21 /s/ Mariella Dumbrique
22 An Employee of Black & LoBello
23
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26
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28



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CASE NO.: A-17-764118-C
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8 2). The Motion is **DENIED** in all other regards. The Court declines to compel
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10 Dated: March 7, 2018.

11
12 Nancy L. Hill
13 District Court Judge
14 *AL*

15 Respectfully Submitted By,

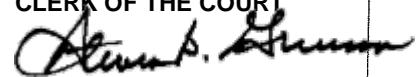
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22 Approved to Form and Content,

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*Attorneys for Defendant Bruce Deifik and
The Nancy And Bruce Deifik Family Partnership LLLP*

DISTRICT COURT

CLARK COUNTY, NEVADA

ZION WOOD OBI WAN TRUST and SHAWN
WRIGHT as trustee of ZION WOOD OBI WAN
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individual; DOES I through X, inclusive; and
ROE Corporations XX through XXX, inclusive,

Defendants.

CASE NO.: A-17-764118-C
DISTRICT COURT DEPT: 27

**MOTION TO DISMISS COMPLAINT
AND TO COMPEL ARBITRATION BY
DEFENDANTS DEFENDANT BRUCE
DEIFIK AND NANCY AND BRUCE
DEIFIK FAMILY PARTNERSHIP LLLP**

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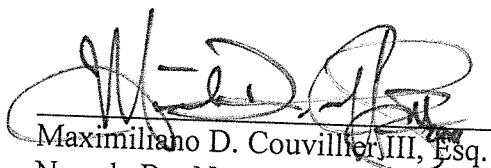
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1 Defendants BRUCE DEIFIK ("Deifik") and the NANCY AND BRUCE DEIFIK
2 FAMILY PARTNERSHIP LLLP ("DF Partnership") move to dismiss the Complaint and compel
3 arbitration. Deifik and DF Partnership understand that, on March 13, 2018, the Court entered an
4 order ("03/13/18 Order") denying a similar motion to compel arbitration by MMAWC, LLC.

5 Deifik and DF Partnership are filing this instant motion to preserve their rights and then,
6 respectfully, to join with MMAWC, LLC ("MMAWC") in appealing the Court's 03/13/18 Order
7 pursuant to NRS 38.247(1)(a). In furtherance of judicial economy, Deifik and DF Partnership
8 propose that the Court need not set their motion for hearing and that additional briefing is not
9 necessary, as MMAWC Deifik and DF Partnership will be filing a notice of appeal and thus,
10 triggering a stay of this action prior to normal-course hearing taking place. Accordingly, Deifik
11 and DF Partnership are not including a "notice of motion" here.

12 This Motion is made and based upon the Memorandum of Points and Authorities below
13 and the Court's record.

BLACK & LOBELLO

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15
16
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Nevada Bar No. 7661

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*Attorneys for Defendant Bruce Deifik and
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MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS RELEVANT TO DISMISSAL

Although the "factual allegations of [Plaintiffs'] complaint must be accepted as true,"¹ "the filing of a motion to dismiss is not the same as an admission by Defendant that Plaintiff's allegations in the complaint are true."²

MMAWC's previous primary asset and business was operating and promoting mixed martial arts ("MMA") events under the marks and monikers "World Series of Fighting" and "WSOF," which intellectual property MMAWC owned. *See e.g. 11/3/17 Complaint at ¶1.* In 2016, MMAWC sold substantially all of its assets, including the "World Series of Fighting" and "WSOF" marks and monikers, to MMAX Investment Partners, Inc. ("MMAX"). MMAWC refocused its business from operating and promoting its own MMA events and became an investor in MMAX, and MMAX began operating and promoting its own MMA events under MMAX's marks and monikers "WSOF", "World Series of Fighting", and "Professional Fighter's League." Thus, MMAWC's current primary asset and operation is being an investor in MMAX.

This is an action whereby Plaintiffs are attempting to usurp certain interests they simply do not have. First, Plaintiffs allege that they somehow have certain licensing rights to the intellectual property of MMAX. Second, Plaintiffs allege that their interest in MMAWC have somehow been diluted because MMAWC became an investor and part owner in MMAX, and they are entitled to their own, individual interest in MMAX (as opposed to what they have now: an indirect interest in MMAX via their undiluted interest in MMAWC). Of course, this only a summary of Plaintiffs' claims and the Court is not being asked to determine the factual merits at this juncture but to dismiss the Complaint as matter of law, as demonstrated below.

Important here is that Plaintiffs' claims are contract-based, arising out of and concerning

¹ *Bratcher v. City of Las Vegas*, 113 Nev. 502, 507, 937 P.2d 485, 489 (1997).

² *McNeil v. United States*, 78 Fed. Cl. 211, 238 (Fed. Cl. 2007) aff'd, 293 F. App'x 758 (Fed. Cir. 2008). "Federal cases interpreting the Federal Rules of Civil Procedure are 'strong persuasive authority, because

several written agreements, which are all alleged in the Complaint. *See e.g., 11/3/17 Complaint at ¶¶8, 10 & 53.* At the top of the hierarchy of the agreements is a Confidential Settlement Agreement dated February 19, 2016 ("Settlement Agreement"). *Id. at ¶8.* A true and correct copy of the Settlement Agreement is attached here as Exhibit 1. Flowing underneath the Settlement Agreement are several other agreements that are part of and incorporated into the Settlement Agreement, which include a *Fourth Amended And Restated Operating Agreement Of MMAWC, L.L.C.* ("4th Operating Agreement") and Amendment to Consulting And Master Licensing Agreement ("Licensing Agreement"). *See 11/3/17 Complaint ¶¶8, 10 & 53.* A true and correct copy of the 4th Operating Agreement is attached here as Exhibit 2. A true and correct copy of the Licensing Agreement is attached here as Exhibit 3.

All of Plaintiffs' claims arise out of and concern the foregoing written agreements. The Licensing Agreement provides the following broad arbitration provision:

18. Arbitration. MMA and Consultant agree that any dispute, controversy, claim or any other causes of action whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Master License (as amended hereby), which cannot be amicably resolved by the parties, shall be resolved by binding arbitration in accordance with the provisions of this Section 18. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable State of Nevada arbitration statute. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. If any party commences litigation in violation of this Section 18, or refuses or neglects to timely submit to arbitration in accordance with this Section, then such party shall reimburse the other party(s) for costs and expenses, including reasonable attorney's fees: (1) incurred in seeking abatement or dismissal of such litigation; and/or (2) incurred in

the Nevada Rules of Civil Procedure are based in large part upon their federal counterpart." *Las Vegas Novelty v. Fernandez*, 106 Nev. 113, 119, 787 P.2d 772, 776 (1990)).

judicially compelling arbitration. However, the foregoing does not preclude a party from seeking emergency relief, including injunctive relief, from a court of competent jurisdiction and the prosecution of a request for such emergency relief will not be deemed a breach or waiver of the provisions contained herein.

See Exhibit 3 at p.10.

The broad arbitration provision not only applies to all claims concerning Plaintiffs alleged licensing rights under the Licensing Agreement, but to all claims concerning or arising from the Settlement Agreement and 4th Operating Agreement. As Plaintiffs admit, the terms and conditions of the underlying and associated Licensing Agreement and 4th Operating Agreement apply to the Settlement Agreement. *See 11/3/17 Complaint ¶10* (“The Amended Operating Agreement was attached to the Settlement Agreement as an Exhibit and fully incorporated into the Settlement Agreement”), *¶110* (alleging that the Defendants “breached the Settlement Agreement....by breaching the terms of the Licensing Agreement...”). And thus, Plaintiffs’ action is subject to mandatory arbitration. Plaintiffs have refused to arbitrate.

II. LEGAL ARUGMENT

A. The Standard for a Motion to Dismiss.

A party may move for dismissal of claims when a pleading fails to state a claim upon which relief may be granted. NRCP 12(b)(5). While courts consider “all factual assertions in the complaint to be true and draws all reasonable inferences in favor of the plaintiff,” *Shoen v. SAC Holding Corp.*, 122 Nev. 621, 634-35, 137 P.3d 1171, 1180 (2006), to survive dismissal, a complaint must contain some “set of facts, which, if true, would entitle [the plaintiff] to relief.” *In re Amerco Derivative Litig.*, 127 Nev. Adv. Op. 17, 252 P.3d 681, 692 (2011). An NRCP 12(b)(5) motion must be granted if the Plaintiff would be entitled to no relief under the facts set forth in the Complaint. *See Morris v Bank of America*, 110 Nev. 1274, 1277, 886 P. 2d 454, 457 (1994) (citing *Edgar v Wagner*, 101 Nev. 226, 227-228, 699 P.2d 110, 111-112 91985)); *Cohen v Mirage Resorts, Inc.*, 119 Nev. 1, 62 P.3d 720, 734 (2003).

The review of a motion to dismiss is normally limited to the complaint itself, however, there are three exceptions to this rule:

1 1) a court may consider documents properly submitted as part of the
2 complaint on a motion to dismiss;

3 2) if documents are not physically attached to the complaint,
4 incorporation by reference is proper if the document's authenticity ...
5 is not contested and the plaintiff's complaint necessarily relies on
6 them; and

7 3) a court may take judicial notice of "matters of public record."

8 *Lee v. Los Angeles*, 250 F.3d 668, 688–89 (9th Cir.2001)³; *Nevada ex rel. Hager v. Countrywide*
9 *Home Loans Servicing, LP*, 812 F. Supp. 2d 1211, 1214 (D. Nev. 2011); *Goodwin v. Executive*
10 *Tr. Servs., LLC*, 680 F. Supp. 2d 1244, 1250 (D. Nev. 2010). Documents are incorporated by
11 reference when a complaint "refers extensively to the document or the document forms the basis
12 of the Plaintiff's claim." *United States v. Ritchie*, 342 F.3d 903, 907 (9th Cir.2003); *see also*
13 *Rosales-Martinez v. Palmer*, ---F.3d---, 2014 WL 2462557 (9th Cir. June 3, 2014); *Davis v.*
14 *HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1160 (9th Cir. 2012). Trial courts may also consider
15 judicially noticeable matters in addition to the allegations appearing on the face of the pleading.
16 Nevada Revised Statute ("NRS") 47.130; *Breliant v. Preferred Equities Corp.*, 109 Nev. 842,
17 847, 858 P.2d 1258, 1261 (1993).

18 "While the court is required, in ruling on a 12(b)([5]) motion to dismiss, to accept as true
19 all material allegations in the complaint, the court may disregard factual allegations that are
20 contradicted by facts that may be judicially noticed by the court, such as facts established by
21 reference to documents attached as exhibits to the complaint." *In re Metricom Sec. Litig.*, C 01-
22 4085 PJH, 2004 WL 966291 (N.D. Cal. Apr. 29, 2004) *aff'd sub nom. Young v. Dreisbach*, 182
23 F. App'x 714 (9th Cir. 2006) (citing *Sprowell v. Golden State Warriors*, 266 F.3d 979, 988 (9th
24 Cir.2001); *Schwarz v. United States*, 234 F.3d 428, 435 (9th Cir.2000); *Durning v. First Boston*
25 *Corp.*, 815 F.2d 1265, 1267 (9th Cir.1987)); *see also, Bogie v. Rosenberg*, 705 F.3d 603, 609
26 (7th Cir. 2013) ("When an exhibit incontrovertibly contradicts the allegations in the complaint,
27 the exhibit ordinarily controls, even when considering a motion to dismiss."). "Where an exhibit
28

³ "Federal cases interpreting the Federal Rules of Civil Procedure are 'strong persuasive authority, because the Nevada Rules of Civil Procedure are based in large part upon their federal counterpart.'" *Las Vegas Novelty v. Fernandez*, 106 Nev. 113, 119, 787 P.2d 772, 776 (1990)).

1 and the complaint conflict, the exhibit typically controls.” *Bogie*, 705 F.3d at 609; *Hunt-Golliday*
2 *v. Metro. Water Reclamation Dist. of Greater Chicago*, 02 C 9199, 2004 WL 407012 (N.D. Ill.
3 Mar. 4, 2004) aff’d, 390 F.3d 1032 (7th Cir. 2004).

4 While the Court must assume that the facts as alleged in the counterclaim are true, the
5 Court cannot "assume the truth of legal conclusions merely because they are cast in the form of
6 factual allegations." *Comm. for Reasonable Regulation of Lake Tahoe v. Tahoe Reg'l Planning*
7 *Agency*, 311 F. Supp. 2d 972, 984 (D. Nev. 2004) (quoting *W. Mining Council v. Watt*, 643 F.2d
8 618, 624 (9th Cir.), *cert. denied*, 454 U.S. 1031 (1981); *see also Mirch v. Frank*, 295 F. Supp. 2d
9 1180, 1183 (D. Nev. 2003). Furthermore, "conclusory allegations and unwarranted inferences
10 are insufficient to defeat a motion to dismiss." *Comm. for Reasonable Regulation of Lake*
11 *Tahoe*, 311 F. Supp. 2d at 984.

12 **B. Plaintiffs' Claims Are Subject To Arbitration**

13 Under Nevada law, this Court has the power to compel Plaintiffs to arbitrate their claims
14 against moving Defendants by granting the instant motion to compel arbitration. NRS 38.221
15 states, in relevant part:

16 **NRS 38.221 Motion to compel or stay arbitration.**

17 1. On motion of a person showing an agreement to arbitrate and
18 alleging another person's refusal to arbitrate pursuant to the
19 agreement:

20 (a) If the refusing party does not appear or does not oppose
21 the motion, the court shall order the parties to arbitrate; and

22 (b) If the refusing party opposes the motion, the court shall
23 proceed summarily to decide the issue and order the parties to
24 arbitrate unless it finds that there is no enforceable agreement to
25 arbitrate.

26 ***

27 5. If a proceeding involving a claim referable to arbitration under
28 an alleged agreement to arbitrate is pending in court. A motion
under this section must be made in that court. Otherwise, a motion
under this section may be made in any court as provided in NRS
38.246.

Id. (emphasis in original).

As stated above, the Licensing Agreement provides a broad mandatory arbitration clause,

1 which agreement and arbitration requirement Plaintiffs admit and allege are incorporated and are
2 part and parcel of the related Settlement Agreement, which also ultimately governs the 4th
3 Operating Agreement. Again, the relevant language of the arbitration provision states:

4 18. Arbitration. MMA and Consultant agree that any dispute,
5 controversy, claim or any other causes of action whether based on
6 contract, tort, misrepresentation, or any other legal theory, related
directly or indirectly to the Master License (as amended hereby)...

7 *See Exhibit 3 at p. 10.*

8 "Strong public policy favors arbitration because arbitration generally avoids the higher
9 costs and longer time periods associated with traditional litigation." *D.R. Horton, Inc. v. Green*,
10 120 Nev. 549, 553 96 P.3d 1159 (2004). The Nevada Supreme Court has further held:

11 Nevada courts resolve all doubts concerning the arbitrability of the
12 subject matter of a dispute in favor of arbitration. Disputes are
13 presumptively arbitrable, and courts should order arbitration of
14 particular grievances unless it may be said with positive assurance
that the arbitration clause is not susceptible of an interpretation that
covers the asserted dispute.

15 *Clark County Public Employees Ass'n v. Pearson*, 106 Nev. 587, 591 798 P.2d 136
16 (1990)(internal citations and quotations omitted). Finally, the Nevada Supreme Court directs
17 that arbitration clauses should be broadly construed in favor of compelling arbitration of claims:

18 Moreover, the U.S. Supreme Court has stated that, in cases
19 involving broadly worded arbitration clauses, 'in the absence of
20 any express provision excluding a particular grievance from
21 arbitration, we think only the most forceful evidence of a purpose
to exclude the claim from arbitration can prevail.'

22 *Id.* (quoting *AT&T Technologies v. Communications Workers of America*, 475 U.S. 643, 106
23 S.Ct. 1415 89 L.Ed.2d 648 (1986). *See also State ex rel. Masto v. Second Judicial Dist. Court ex*
24 *rel.*, 125 Nev. 37, 45 n. 5 199 P.3d 828 (2009)("an arbitration clause containing the phrase
25 'relating to' 'constitute[d] the broadest language the parties could reasonably use to subject their
26 disputes to [arbitration].'"(quoting *Fleet Tire Serv. V. Oliver Rubber*, 118 F.3d 619, 621 (8th
27 Cir. 1997). The Court should dismiss the Complaint and compel arbitration.
28

C. The Arbitration Clause Was Negotiated, Jointly Drafted & Authorized By Plaintiffs And Does Not Violate NRS 597.995

To the extent applicable (*see infra*), NRS 597.995 provides a statutory framework to manifest express knowledge and agreement to arbitration clauses, giving arbitration provisions different treatment than other contractual provisions. NRS 597.995 is met here. The Licensing Agreement, and its Arbitration provision, were negotiated and jointly drafted by Plaintiff WSOF GLOBAL, LLC ("Global"), Global's predecessor, Global's controlling individuals, and their counsel (Byron Thomas, Esq.).

The Licensing Agreement was entered into just two years ago, on February 19, 2016, between MMAWC and Global's predecessor, WSOF Global Limited.⁴ The Licensing Agreement was initially drafted by WSOF Global Limited's counsel, Byron Thomas, Esq., in late January 2016. Mr. Thomas is also counsel of record of plaintiffs Global and Zion in the above-captioned matter. On January 26, 2016, counsel for MMAWC, Christopher Childs, Esq. responded to Mr. Thomas with several edits to Mr. Thomas' initial draft. Included in such edits was the addition of the Arbitration clause at Paragraph 18 of the Licensing Agreement. In addition to Mr. Thomas, his client and Zion's control person (Vince Hesser)⁵ were also included among the recipients of Mr. Childs' January 26, 2016, response and inclusion of the Arbitration clause. Mr. Childs' January 26 response further confirms the conference call scheduled among the parties to discuss the Licensing Agreement, and various related documents, stating:

Christopher Childs <chris@childswatson.com>
To: Vince Hesser <vincohesser@yahoo.com>, "Antony M. Santos" <tony@amsantoslaw.com>, Byron Thomas <byronthomaslaw@gmail.com>
Cc: Keith Redmond <keithredmond@mac.com>, Carlos Silva <carlos@wsuf.com>, Bruce Deifik <bruce@integprop.com>, Max Couvillier <mcouvillier@blacklobellolaw.com>
Tue, Jan 26, 2016 at 11:55 AM

Gentlemen,

Attached is a redline of the license against the last draft that Byron sent me. Although I have reviewed the document you proposed with Keith Redmond, I have not had the chance to review it in detail with Carlos Silva or Bruce Deifik. Hopefully the attached draft and redline help move along our 1:30 toward a resolution.

Please use the following dial-in information for the call:

Dial in: 760-569-7171
Access Code: 207 555 532

Thank you,
Chris

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

⁴ According to Plaintiffs, Global's successor is WSOF Global Limited. *See 11/3/17 Compl. at ¶50.*

⁵ *See 11/3/17 Compl. at ¶5.*

See Exhibit 4 at p. 1, which is a true and correct copy of Mr. Childs' email of January 26, 2016.⁶

The addition of the Arbitration was prominently identified in distinctive blue, underlined font that stood apart from the original text drafted by Mr. Thomas:

18. Arbitration. MMA and Consultant agree that any dispute, controversy, claim or causes of action whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Master License (as amended hereby), which cannot be amicably resolved by the parties, shall be resolved by binding arbitration in accordance with the provisions of this Section 18. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable State of Nevada arbitration statute. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. If any party commences litigation in violation of this Section 18, or refuses or neglects to timely submit to arbitration in accordance with this Section, then such party shall reimburse the other party(s) for costs and expenses, including reasonable attorney's fees: (1) incurred in seeking abatement or dismissal of such litigation; and/or (2) incurred in judicially compelling arbitration. However, the foregoing does not preclude a party from seeking emergency relief, including injunctive relief, from a court of competent jurisdiction and the prosecution of a request for such emergency relief will not be deemed a breach or waiver of the provisions contained herein.

See Exhibit 4 at page 13.

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⁶ MMAWC's motion primarily challenges subject matter jurisdiction and seeks dismissal based on the parties' mutually agreed Arbitration agreement and thus, the Court may properly consider the emails exchanged with Plaintiffs' counsel, Mr. Thomas, without converting MMAWC's motion to dismiss into a motion for summary judgment. "In a motion to dismiss based primarily on lack of subject matter jurisdiction... the Court may receive, among other forms of competent evidence, affidavits to resolve any factual dispute. The consideration of such evidence does not convert a motion to dismiss into one for summary judgment." *Sudano v. Fed. Airports Corp.*, 699 F. Supp. 824, 825-26 (D. Haw. 1988)(citing *Biotics Research Corp. v. Heckler*, 710 F.2d 1375, 1379 (9th Cir.1983); *Nat'l Expositions, Inc. v. DuBois*, 605 F.Supp. 1206, 1207-8 n. 2 (W.D.Pa.1985). Exhibits 4, 5, and 6 were previously authenticated by Chris Childs, Esq. in his February 15, 2018, declaration in support of MMAWC's 2/15/18 Reply In Support of Motion to Dismiss (attached thereto as Exhibit 8).

Mr. Thomas responded to Mr. Childs' revision on January 29, 2016. In his email, Mr. Thomas stated that: (a) his clients had reviewed Mr. Childs' January 26 draft of the Licensing Agreement (which included the Arbitration clause); and (b) he had some changes to the revised draft:

Byron Thomas <byronthomaslaw@gmail.com>

To: Christopher Childs <chris@childswatson.com>, Max Couvillier <mcouvillier@blacklobellolaw.com>

Fri, Jan 29, 2016 at 6:03 PM

Chris it has taken longer to get this done than I thought. My clients are giving it one more look over, but I want to get something to you today.

3 attachments

2Operating Agreement of MMAWC (4th AR) 012716a.docx
141K

2Amendment to Consulting and License Agrmt 012816redline.docx
34K

2Settlement Agreement 012816red.docx
47K

See Exhibit 5 at p. 1, which is a true and correct copy of Mr. Thomas' email of January 29, 2016.

Neither Mr. Thomas nor his clients (Plaintiffs here) objected to the Arbitration clause; nor expressed any concerns that the clause did not comply with NRS 597.995 or was otherwise unenforceable. On the contrary, Mr. Thomas made edited the Arbitration Provision to, ironically, broadened the scope of the Arbitration provision:

18. Arbitration. MMA and Consultant agree that any dispute, controversy, claim, uncured breach or any other causes of action whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Master License (as amended hereby), which cannot be amicably resolved by the parties, shall be resolved by binding arbitration in accordance with the provisions of this Section 18. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable State of Nevada arbitration statute. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. If any party commences litigation in violation of this Section 18, or refuses or neglects to timely submit to arbitration in accordance with this Section, then such party shall reimburse the other party(s) for costs and expenses, including reasonable attorney's fees: (1) incurred in seeking abatement or dismissal of such litigation; and/or (2) incurred in judicially compelling arbitration. However, the foregoing does not preclude a party from seeking emergency relief, including injunctive relief, from a court of competent jurisdiction and the prosecution of a request for such emergency relief will not be deemed a breach or waiver of the provisions contained herein.

[signature page follows]

1 See Exhibit 5 at p. 12.

2 On February 10, 2016, Mr. Thomas confirmed that his clients, including WSOF Global
3 Limited, accepted the revised Licensing Agreement, including the Arbitration clause:

4 On Wed, Feb 10, 2016 at 12:09 PM, Byron Thomas

5 <byronthomaslaw@gmail.com> wrote:

6 Hello Chris. Have you guys had a chance to look at the documents? I
7 know there was a delay on our part in getting them back to you, but we
8 pretty much accepted all of Chris's changes from his last version, so I
9 thought we would get this done in a day or so. If that is not going to
happen please let me know. Deadlines in the litigation were pushed out
until this Friday and I need to know if we are back in litigation [sic] mode.
Thanks.

10 See Exhibit 6 at p. 2, which is a true and correct copy of Mr. Thomas' email of February 10,
11 2016.

12 Shortly thereafter, the Licensing Agreement was signed by Shawn Wright on behalf of
13 WSOF Global Limited, as President of WSOF Global Limited. Mr. Wright is also the Managing
14 Member of plaintiff Global and the control person and trustee of plaintiff Zion (11/3/17 *Compl.*
15 at ¶5).

16 To the extent that NRS 597.995 could have any application here (which it does not, *see*
17 *infra.*), there is absolutely no reasonable doubt that that Plaintiffs were given notice and
18 specifically authorized and agreed to the Arbitration provision in the Licensing Agreement as
19 otherwise required by NRS 597.995. Global (and Mr. Wright) were not only represented by
20 Attorney Thomas in negotiating the Licensing Agreement and Arbitration clause, but Attorney
21 Thomas himself jointly drafted the Licensing Agreement and a part of the Arbitration clause.

22 **D. NRS 597.995 Violates The Federal Arbitration Act And Does Not Preclude**
23 **Arbitration Of Plaintiffs' Claims**

24 In *Fat Hat, LLC v. DiTerlizzi*, the Nevada Supreme Court alluded to the fact that NRS
25 597.995 violates the Federal Arbitration Act:

26 Fat Hat makes no argument that the Federal Arbitration Act, 9
27 U.S.C. § 1, et seq., applies. We therefore do not address NRS
28 597.995's validity or application under the FAA. *But see Doctor's*
Associates, Inc. v. Casarotto, 517 U.S. 681, 683 (1996).

1
2 *Id.*, 385 P.3d 580, 2016 WL 5800335 *1, n. 1 (Nev. 2016).

3 The Nevada Supreme Court is indeed correct, NRS 597.995 is displaced and preempted
4 by the Federal Arbitration Act ("FAA"), 9 U.S.C. §1 *et seq.* Section 2 of the FAA provides:

5 A written provision in any maritime transaction or a contract
6 evidencing a transaction involving commerce to settle by
7 arbitration a controversy thereafter arising out of such contract or
8 transaction, or the refusal to perform the whole or any part thereof,
9 or an agreement in writing to submit to arbitration an existing
10 controversy arising out of such a contract, transaction, or refusal,
11 **shall be valid, irrevocable, and enforceable**, save upon such
12 grounds as exist at law or in equity for the revocation of any
13 contract.

14 *Id.* (emphasis added).

15 In *Doctor's Assocs., Inc. v. Casarotto*, 517 U.S. 681, 116 S. Ct. 1652 (1996), the authority
16 cited by the Nevada Supreme Court in *Fat Hat*, the U.S. Supreme Court determined that the
17 FAA applies to state courts and trumps any state statute (like NRS 597.995) which single out
18 arbitration provisions to void them in otherwise valid contracts. Specifically, the U.S. Supreme
19 Court commands that "the FAA applies in state as well as federal courts and "withdr[aws] the
20 power of the states to require a judicial forum for the resolution of claims which the contracting
21 parties agreed to resolve by arbitration." *Doctor's Assocs., Inc.*, 517 U.S. at 684, 116 S. Ct. at
22 1655 (internal quotations omitted)(citing *Southland Corp. v. Keating*, 465 U.S. 1, 12, 104 S.Ct.
23 852, 859 (1984)). Thus, the U.S. Supreme Court further commands that, per the FAA, "Courts
24 may not ... invalidate arbitration agreements under state laws applicable only to arbitration
25 provisions." *Doctor's Assocs., Inc.*, 517 U.S. at 687, 116 S. Ct. at 1656. And here NRS 597.995
26 applies only to arbitration provisions and is therefore displaced and preempted by the FAA.

27 A main problem with NRS 597.995 is that it places arbitration clauses on an unequal
28 footing vis-à-vis other contract provisions and settled contract law, giving arbitration provisions
"suspect status." The U.S. Supreme Court reasons:

States may regulate contracts, including arbitration clauses, under
general contract law principles and they may invalidate an
arbitration clause upon such grounds as exist at law or in equity for

1 the revocation of any contract..... *What States may not do is*
2 *decide that a contract is fair enough to enforce all its basic terms*
3 *(price, service, credit), but not fair enough to enforce its*
4 *arbitration clause. The Act makes any such state policy unlawful,*
5 *for that kind of policy would place arbitration clauses on an*
6 *unequal footing, directly contrary to the Act's language and*
7 *Congress's intent.*

8 *Doctor's Assocs., Inc.*, 517 U.S. at 685–86, 116 S. Ct. at 1655 (emphasis added)(*quoting Allied-*
9 *Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 281, 115 S.Ct. 834, 843 (1995)).

10 Therefore, NRS 597.995 does not preclude the Court from enforcing the parties' jointly
11 negotiated, authorized and drafted Arbitration clause and dismissing Plaintiffs' Complaint in its
12 entirety.

13 III. CONCLUSION

14 For the foregoing reasons, the Court should grant the Motion and dismiss the Complaint.

15 DATED: March 23, 2018

16 BLACK & LOBELLO

17 

18 Maximiliano D. Couvillier III, Esq., Bar #7661
19 mcouvillier@blacklobello.law

20 Attorneys for Defendant Bruce Deifik and
21 The Nancy And Bruce Deifik Family Partnership LLLP

CERTIFICATE OF SERVICE

I certify that on March 23, 2018, I electronically filed the foregoing **MOTION TO DISMISS COMPLAINT AND TO COMPEL ARBITRATION BY DEFENDANTS DEFENDANT BRUCE DEIFIK AND NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP** with the Court's electronic filing and service system, which provides electronic service to the following registered users:

Byron Thomas, Esq. (Bar 8906)
3275 S. Jones Blvd., Ste. 104
Las Vegas, NV 89146
Byronthomaslaw@gmail.com

/s/ Mariella Dumbrique
An Employee of Black & LoBello